



Bureau of Mines

SOLICITATION NO: J0199056

TITLE: DEVELOPMENT FOR SUBSTITUTES FOR ASBESTOS

ISSUE DATE: MAR 30 1979

DUE DATE: MAY 10 1979

CONTRACT SPECIALIST: Robert L. Carpenter

TELEPHONE NO.: (202) 634-4700

ISSUING OFFICE: U.S. Bureau of Mines, Branch of Procurement
2401 E Street N.W., Columbia Plaza 5th Floor
Washington, D. C. 20241



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF MINES
2401 E STREET, NW.
WASHINGTON, D.C. 20241

MAR 30 1979

REQUEST FOR PROPOSALS NO. J0199056 DEVELOPMENT FOR SUBSTITUTES FOR ASBESTOS

Gentlemen:

The U.S. Department of the Interior, Bureau of Mines, is requesting proposals from organizations having the capabilities to perform a research and development contract. The objective is to determine the feasibility of producing a synthetic fiber from abundant low cost U.S. domestic raw materials and wastes into lengths suitable as a substitute for asbestos in cement reinforcement. The specific services required are set forth in the attached Exhibit A - Statement of Work.

It is contemplated that all work including submission of the approved final report will be completed within approximately fourteen (14) months after the effective date of the contract. If your organization can complete the proposed work in more or less than fourteen (14) months without additional costs, your proposal should so indicate.

It is estimated that approximately one (1) man-year of professional direct labor will be utilized for the proposed contract.

It is anticipated that a cost reimbursement, level-of-effort type contract will be utilized for this proposed procurement action, although the Government reserves the right to negotiate and award whatever type of contract is determined to be most appropriate.

Award may be made without discussion of proposals received. You are cautioned that your initial proposal should be based on the most favorable terms, from both a technical and cost standpoint.

Unnecessarily elaborate brochures and other presentations beyond that required to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness.

Offerors should be careful not to include in their technical and cost proposals, elements which are beyond the requirements of the Scope of Work contained in this Request for Proposals.

Proposals will be evaluated by a committee of Bureau of Mines personnel in accordance with the factors listed in Attachment I to this transmittal letter.

A responsive proposal shall include two (2) separate and detachable volumes. The Technical Proposal shall be prepared in accordance with instructions in Exhibit D, including a proposed program plan, and the Cost Proposal in accordance with the instructions in Exhibit E. Your proposal shall indicate the names and telephone numbers of persons authorized to conduct negotiations for your organization. (See Exhibit G.)

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If your proposal results in your organization being selected for the negotiation of a contract, the contract awarded will be a contract type which is in accord with the Federal Procurement Regulations. The Bureau of Mines proposes to use applicable Government clauses set forth in Exhibit C, and any other regulatory procurement procedures or clauses applicable to the type of contract utilized at the time of award.

Proposals submitted in response to the Request for Proposals will not be returned but will be retained by the Bureau of Mines for official record purposes.

Your attention is invited to the fact that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds.

This request does not commit the Government to award a contract nor to pay any costs incurred in the submission of a proposal, or costs incurred in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or supplies. The Government reserves the right to reject any or all proposals, or to negotiate separately with any source(s) considered qualified.

Offerors are advised that, pursuant to the provisions of Public Law 87-653, dated September 10, 1962, the successful contractor may be required to certify, except where the price negotiated is based on adequate price competition as determined by the Contracting Officer, or established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, that the cost and pricing data which he is required to furnish is accurate, complete and current.

In submitting a proposal in response to this solicitation, offerors are advised to execute Exhibit F, Representations, Certifications, and Acknowledgements, and Exhibit G, Additional Representations, Certifications, and Acknowledgements, and return one copy with the proposal. Further distribution of the disclosure statement shall be made in accordance with the instructions provided in Exhibit G.

Offerors are cautioned as follows: By signing and submitting this offer, the offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation (see Exhibit F). The certification provides that the offeror does not maintain or provide for his employees, facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of an offeror to agree to the "Certification of Nonsegregated Facilities" will render his offer nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the government for copies of contract proposals submitted to Federal agencies. If your proposal contains information that you believe should be withheld from such requestors, under the FOIA, on grounds that it is "trade secrets and commercial or financial information obtained from a person and privileged or confidential" ((b)(4) of the FOIA), you should identify all such information so that if your proposal is ever the subject of a FOIA request, the decision by the responsible Federal official to disclose or withhold can be made promptly. If you consider parts of your proposal withholdable under the FOIA, put the following notice on the title page:

"Some parts of this document, as identified on individual pages are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on pages (specify page numbers.)"

Mark each individual item you consider confidential or privileged under the FOIA with the following notice:

"This data or information is considered confidential or privileged, and not subject to mandatory disclosure under the Freedom of Information Act."

All information in your proposal which is not so designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA, no information is automatically exempt from public disclosure. However, no disclosures under the FOIA will be made without a careful and exacting evaluation by the Bureau of Mines, giving due regard to the need for safeguarding material considered by the submitter to be privileged or confidential. The Bureau's policy is to withhold, whenever possible, material that is genuinely privileged or confidential.

Offerors are cautioned to review the requirements of the clause entitled "Federal Reports Act" in Exhibit C as to its applicability to this procurement.

Your proposal, signed by an official legally authorized to bind the offeror to a contract and containing a statement to the effect that the proposal is firm for a period of not less than ninety (90) days, shall be submitted so as to reach this office before 3:30 p.m., prevailing time. MAY 10 1979. Quantities of discrete volumes constituting the proposal to be submitted will be as follows: six (6) copies of the technical proposal and three (3) copies of the cost proposal. Offerors are cautioned that late proposals will be handled in accordance with the clause entitled "Late Proposals, Modification of Proposals, and Withdrawals of Proposals" (see Attachment 2) which is appended hereto and made a part of this Request for Proposals.

The mailing envelope should be clearly marked with RFP Number J0199056 and forwarded to the attention of the undersigned at the address set forth below:

U.S. Bureau of Mines
 Branch of Procurement
 Columbia Plaza, 5th Floor
 2401 E Street, N.W.
 Washington, D.C. 20241

Inquiries relative to this procurement should be directed to Robert Carpenter at telephone number (202) 634-4700. Collect calls will not be accepted.

Sincerely yours,

A. G. Young
 A. G. Young, Chief
 Br. of Procurement, Washington

Enclosures

Attachment 1 - Evaluation of Award Factors

Attachment 2 - Late Proposals, Modification of Proposals, and Withdrawals
 of Proposals

Exhibit A - Statement of Work and Delivery Requirements

Exhibit B - Standard Contract Articles

Exhibit C - General Provisions, as Amended

Exhibit D - Instructions for Preparing Technical Proposals

Exhibit E - Instructions for Preparing Cost Proposals

Exhibit F - Representations, Certifications, and Acknowledgements
 (SF 33 - PP 2&3)

Exhibit G - Additional Representations, Certifications, and Acknowledgements

Optional Form 60 - Contract Pricing Proposal

NOTES:

The General Provisions set forth in the handbook entitled "United States Department of the Interior, Bureau of Mines, Research and Development Contracts, Appendix A, General Provisions, Appendix B, Patents and Inventions Article" as amended by the "Changes and/or Additions to Appendix A, General Provisions" are incorporated herein by reference with the same force and effect as if set forth in full. The complete text of any or all of the clauses is available from any of the Bureau of Mines procurement offices and will be furnished on request.

The "Requirements for Preparing and Submitting Contract and Grant Reports to the Bureau of Mines", the ANSI Z39.13-1974 document entitled "American National Standard Guidelines for Format and Production of Scientific and Technical Reports," the "Style Guide for Bureau of Mines Manuscripts," and the "Illustration Guide for Bureau of Mines Publications," will be provided during negotiations.

ATTACHMENT I - J0199056

EVALUATION OF AWARD FACTORS

Proposals will be evaluated by a committee of technically qualified Bureau employees assisted by Bureau contracting personnel in accordance with the criteria below listed in decreasing order of importance.

1. Understanding all elements of the Statement of Work and demonstrating that understanding by thoroughness, soundness, and comprehension of the approach contained in the technical proposal.
2. Qualifications and commitment of personnel, facilities, and overall capabilities of the proposer for the work to be accomplished.
3. Quantitative comprehension of the work to be accomplished as evidenced by the proposed level of effort and management plan.
4. Contractor's responsibility and past performance in similar programs.

Factor 1 is weighted more important than factor 2 which is more important than factor 3 which is more important than factor 4.

Award will be made to that responsible offeror, whose offer, conforming to this Request for Proposals, is most advantageous to the Government considering the criteria listed above, cost and other factors. An offeror's proposal may not be considered when his cost is unreasonably high or unrealistically low. Furthermore, cost may be the deciding factor when proposals are ranked technically equal. Since the technical criteria are considered of greater importance, the Government reserves the right to award a contract to other than the low offeror.

Application of the criteria in Attachment I is in addition to those standards for responsibility set forth in FPR 1-1.1203.

ATTACHMENT 2

LATE PROPOSALS, MODIFICATIONS OF PROPOSALS,
AND WITHDRAWALS OF PROPOSALS

- a. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:
 1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);
 2. It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or
 3. It is the only proposal received.
- b. Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.
- c. A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- d. The only acceptable evidence to establish:
 1. The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's eye "postmark" on both the receipt and the envelope or wrapper.)

EXHIBIT A - J0199056
DEVELOPMENT OF SUBSTITUTES FOR ASBESTOS

Articles I and II contain the Government's RFP requirement and deliverable items. Offeror's shall respond directly to these articles in this proposal.

ARTICLE I - STATEMENT OF WORK

Background: The United States is dependent on foreign supplies of asbestos especially flexible, short fiber chrysotile for use in asbestos cement pipe, flooring and roofing products. Of the 700,000 short tons of chrysotile imported in 1976, 484,000 tons were used in these products. The quantity being imported in the country is increasing, and coupled with increasing world consumption may lead to a critical shortage of asbestos.

Natural asbestos has been identified as a hazardous air pollutant. This hazard applies not only to asbestos minerals being mined and processed, but also to the finished products. Stringent pollution controls are being promulgated that may limit or completely exclude the use of asbestos. Most of the research dealing with asbestos for the past few years has been in connection with various health aspects of the asbestos fiber. Carcinogenic effects of asbestos fiber are generally associated with fibers longer than five (5) micrometers and less than three (3) micrometers in diameter.

Although research to synthesize analogs of natural long fiber asbestos has been unsuccessful, there are several inorganic fiber substitutes such as glass and Kaowool* that are available. These fibers, however, are for the most part produced for thermal insulation which constitutes only a small portion of the nation's asbestos requirements. The high tensile strength of chrysotile and crocidolite asbestos (500,000 lb/in²) is the property that makes asbestos useful as a reinforcement for cement and plastics, and because it does not lose its strength with time it is superior to presently available glass fiber. The U.S. Department of the Interior, Bureau of Mines, under its subprogram to minimize mineral and metal needs, is interested in research to produce a substitute fiber from abundant low-cost domestic raw materials to replace asbestos.

Objective: The objective of this contract is to determine the feasibility of producing a synthetic fiber from abundant low cost U.S. domestic raw materials and wastes into lengths suitable for cement reinforcement, and comparing properties such as tensile strength and chemical durability of the synthetic fibers with those of natural asbestos.

Scope of Work: During the term of performance of this contract, the contractor, as an independent contractor and not as an agent of the Government, shall, in accordance with the terms and conditions set forth herein, furnish the level of effort specified to accomplish the work described hereunder:

* Reference to a specific brand or trade name is made for identification only and endorsement by the Bureau of Mines is not implied.

2. The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- e. Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- f. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

NOTE: The term "telegram" includes mailgrams.

- A. The level of effort for the performance of this contract shall be total man-hours of direct labor. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the Statement of Work provided that such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term thereof.
- B. The contractor shall develop, produce, and test asbestos substitute fibers. These fibers shall be made from low-cost abundant raw materials as well as mining or processing wastes, and be in the form of long flexible fibers suitable for reinforcing cement. Work will entail: (1) Selecting raw materials and proving the feasibility of a manufacturing technique on a laboratory scale, and (2) producing sufficient fibers for evaluation and comparison of their properties with those of natural asbestos.
- C. A satisfactory substitute for asbestos fiber should meet the desirable asbestos characteristics of strength, chemical inertness and economy. Fiber lengths of 1/8 to 1/4 inch will be required with tensile strengths averaging 300,000 to 500,000 lb/in². To eliminate health problems commonly associated with asbestos fiber, diameters of the substitute fibers should be larger than 5 micrometers.

ARTICLE II - DELIVERY REQUIREMENTS

- A. Reporting Period: All reporting periods shall end on the last day of a calendar month.
- B. Documentation
 - 1. Program Plan
 - a. Quantity: 5 copies
 - b. Due Date: See paragraph C.1. hereunder.
 - 2. Oral Reviews
 - a. Quantity: 1 review
 - b. Due Date: See paragraph C.1. hereunder.
 - c. Location: U.S. Bureau of Mines
Tuscaloosa Metallurgy Research Center
Tuscaloosa, Alabama
 - 3. Quarterly Technical Letter Report
 - a. Quantity: 5 copies
 - b. Due Date: On or before fifteen (15) days after the end of the reporting period.
 - 4. Quarterly Financial Letter Report
 - a. Quantity: 5 copies
 - b. Due Date: On or before fifteen (15) days after the end of the reporting period.

5. Quarterly Property Report

- a. Quantity: Three (3) copies
- b. Due Date: Concurrent with submission of vouchers and submitted on Form 6-359.

6. Draft of Final Report

- a. Quantity: 5 copies
- b. Due Date: On or before twelve (12) months after the effective date of the contract.

7. Final Report

- a. Quantity: 50 copies plus reproducible master
- b. Due Date: On or before thirty (30) days after receipt of notice of draft approval.

C. Report Content

- 1. Program Plan: Work shall be performed in accordance with the contractor's Program Plan, which will be submitted with the contractor's proposal and subsequently may be revised as a result of negotiations. Changes, deletions, or additions to this Program Plan shall require Government approval prior to their implementation by the contractor. An updated Program Plan will be required to be prepared and submitted by the contractor within twenty (20) calendar days after contract award. An oral review will be held between the contractor and Bureau personnel within ten (10) calendar days after submission of the revised program plan.

2. Quarterly Technical Letter Report

The contractor shall prepare and submit quarterly technical progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period. This report shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems which may impede performance, the proposed corrective action, and the work forecast for the next period. This document shall report progress and planning so as to correspond with the work schedule contained in the Bureau approved program plan. Trip reports specified in Article I, paragraph C.4. shall be submitted as attachments to the current Quarterly Technical Letter Report.

Note the "Subject Inventions and Patents Applications" reporting requirements contained in the Patents and Inventions Article of the General Provisions, Exhibit C.

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3. Quarterly Financial Letter Report

The contractor shall prepare and submit quarterly financial reports which will summarize in tabular form the expenditures for the current quarter and the cumulative expenditures through the current quarter. The report shall contain a detailed actual cost breakdown in the same categories which appeared in the contractor's cost proposal both for the current quarter and cumulatively through the current quarter. A graph comparing actual and planned cumulative expenditures versus time will be included. Any gross deviations should be explained. In addition, any outstanding commitments as of the end of the reporting period shall also be reflected in the report.

4. Quarterly Property Report

The contractor shall prepare and submit on Form 6-359 a report on non-expendable capital equipment as required by the clause entitled "Government Property" of the General Provisions. In instances where no Government Property exists, negative reports shall be submitted.

Non-expendable capitalized property is defined as follows:

Non-expendable capitalized property is any item of equipment that has an expected useful life of one year or more, will not lose its identity when applied to its intended use, and costs more than \$300. If an item is to become an integral part of another piece of equipment, the original piece shall be redescribed, and its cost adjusted, to include the added item.

5. Draft Final Report

- a. Upon completion of all work under the contract, the contractor shall prepare and submit to the Government a final report covering in detail all the work accomplished under the contract. The final report shall document and summarize the entire contract work and shall include recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, photos, and diagrams in sufficient detail to comprehensively explain the results achieved under the contract. The report shall also include an analysis of salient findings, a presentation of general conclusions, and any guidance or recommendations deemed pertinent for future consideration by the Bureau of Mines. The draft final report shall be submitted in accordance with paragraph (b)(1)(ii) of the Data Clause in the General Provisions. The Government will be allowed thirty (30) days to review the draft and notify the contractor in writing of approval or of recommended changes to be made in the final copy. If the Government does not approve or recommend changes within thirty (30) days of receipt of the draft final report, the report will be deemed approved. The final report shall also include a list of "Subject Inventions" or a certification of the absence thereof.

b. The final report shall be submitted and prepared in accordance with the following documents incorporated herein by reference:

- (1) "Requirements for Preparing and Submitting Contract and Grant Reports to the Bureau of Mines"
- (2) "ANSI Z39-18.1974 American National Standard Guidelines for Format and Production of Technical and Scientific Reports"

c. The tables, graphs, photos and diagrams referenced in paragraph a. shall be prepared in accordance with the format prescribed in the following documents incorporated herein by reference:

- (1) "Style Guide for Bureau of Mines Manuscripts"
- (2) "Illustration Guide for Bureau of Mines Publications"

6. Final Report

Upon receipt of a notice of approval from the Contracting Officer, the contractor shall furnish the Government with a reproducible master and the required number of copies of the final report in final form. The reproducible master shall be prepared in accordance with the guidelines referenced under Draft Final Report.

EXHIBIT B - STANDARD CONTRACT ARTICLES

ARTICLE III - SHIPMENTS

- A. One copy of each report, in draft and/or final form as required by the contract, shall be delivered prepaid to:

U.S. Bureau of Mines
Branch of Procurement
Columbia Plaza, 5th Floor
2401 E Street, N.W.
Washington, D.C. 20241

Attention: Contracting Officer
Contract No. J0199056

U.S. Bureau of Mines
2401 E Street, N.W.
Washington, D.C. 20241

Attention: Division of Metallurgy

All remaining copies of reports shall be delivered prepaid to the Government Technical Project Officer designated by the Contracting Officer.

ARTICLE IV - COSTS AND PAYMENTS

A. Consideration

The cost of the work to be performed by the contractor under this contract (exclusive of the fixed fee) is estimated at \$. . .

The contractor shall receive a fixed-fee of \$, for a total estimated cost-plus-fixed-fee of \$. The contractor shall invoice for his fixed-fee in accordance with the clause of the General Provisions entitled "Allowable Cost, Fixed-Fee, and Payment."

B. Monthly Payments

Subject to the provisions of the clause entitled "Allowable Cost, Fixed-Fee and Payment" of the General Provisions, progress payments will be made on a monthly basis as work progresses. After payment of 85% of the fixed-fee, as provided for in the above clause, further payment on account will be withheld until final payment.

C. Vouchers

All vouchers shall reflect the exact dates covered (i.e., 1-23 September 1999). The cost categories set forth in the vouchers shall correspond by nomenclature to the cost categories set forth in the cost proposal on which the final negotiated cost figures are based. All vouchers shall reflect itemized cumulative totals of costs incurred on the contract to the date of that voucher. The voucher shall also contain itemized totals for the billing period of that voucher. Vouchers shall be submitted in an original and five (5) copies to the Contracting Officer.

D. Negotiated Overhead Rates

Subject to the provisions of the clause entitled "Negotiated Overhead Rates" of the General Provisions, the following negotiated rates shall be used as provisional rates pending establishment of final negotiated rates:

<u>Indirect Cost Element</u>	<u>Rate</u>	<u>Base</u>
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ARTICLE V - PERIOD OF PERFORMANCE

The effective date of this contract shall be the date shown in Block 2, Page 1 of this contract. The contractor shall complete the technical effort specified under ARTICLE I - STATEMENT OF WORK within fourteen (14) months after the effective date of the contract.

ARTICLE VI - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Technical Project Officer) at the destination of the articles, services, or documentation.

A. Risk of Loss

1. Unless this contract specifically provides, otherwise, risk of loss or damage to supplies covered by this contract shall remain with the contractor until, and shall pass to the Government upon:
 - a. Delivery of the supplies to a carrier, if transportation by F.O.B. origin;
 - b. Acceptance by the Government or delivery of possession of the supplies to the Government at the destination specified in this contract, whichever is later, if transportation is F.O.B. destination.
2. Notwithstanding 1. above, the risk of loss or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the contractor until cure or acceptance, at which time 1. above shall apply.
3. Notwithstanding 1. and 2. above, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of the Government acting within the scope of their employment.

ARTICLE VII - SPECIAL CONDITIONS

A. Key Personnel

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to substituting or removing any of the specified individuals, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No substitution or removal shall be made by the contractor without the prior written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such substitution or removal and such ratification shall constitute the consent of the Contracting Officer required by this clause.

Name

Title

B. Conditions of Operation by Contractor

1. The contractor assures the Government that the work performed under this contract will be done in a proficient manner and conform to high professional standards.
2. All requests from foreign countries for technical information regarding this contract must be directed to the Contracting Officer. No information will be divulged to such requestors without specific written authorization from the Contracting Officer. Also, no requests to a foreign country for technical information concerning the subject of this contract will be made without specific written authorization from the Contracting Officer.
3. The contractor agrees that the representations, certifications, and acknowledgements contained in his proposal, including any proposal amendments are still true and accurate statements.

C. Contract Communications/Correspondence

The contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

D. Subcontracts

1. All contractor subcontracts, service agreements and interdivisional work authorizations shall be in accordance with clauses 22, 61 and 62 of the General Provisions.
2. All applicable requirements/conditions of this request for proposals/contract shall be imposed on all subcontracts, service agreements and interdivisional work authorizations. Furthermore, in no instance shall the contractor place a subcontract, service agreement or interdivisional work authorization on a cost-plus-percentage-of-cost-basis. In addition, all cost-plus-fixed-fee subcontracts shall be limited in fixed fee as prescribed by 41 U.S.C. 254(A) Section

ARTICLE VIII - CONTRACT ADMINISTRATION

A. Contracting Officer

1. The Contracting Officer is the only individual who can legally commit the Government to the expenditures of public funds. No person other than the Contracting Officer or the Contracting Officer's duly authorized representative can make any changes to the terms, conditions, general provisions, or other stipulations of this contract. Furthermore, such changes may be made only to the extent that they are within the scope of the contract and are within the written scope of authority delegated to the individual initiating or approving the change.
2. The Contracting Officer may designate one or more representatives for the purpose of discharging prescribed duties and authorities in the name of the Contracting Officer during the performance of work. The authorities and duties of the representative(s) are delineated in Article VIII, B below.
3. The contractor will not accept any instruction issued by any person other than the Contracting Officer, or the Contracting Officer's representative(s) acting within the limits of his authority. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the U.S. Government, or otherwise, will be considered grounds for deviation from any stipulation of this contract or referenced scope/statement of work.

B. Technical Project Officer

1. Performance of the work hereunder shall be subject to the technical directions of the Technical Project Officer.
2. As used herein, technical directions are directions to the contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of work set forth above. They must be within the general scope of the work above, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in estimated cost or in fixed fee. In the event that the contractor feels that full implementation of any of these directions may exceed the scope of this contract, he shall notify the originator of the technical direction and the Contracting Officer in a letter separate from a required report within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the contractor fails to notify the Contracting Officer within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purposes of this contract that the technical direction was within its scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in the clause of the contract entitled "Limitation of Costs."

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3. The government Technical Project Officer is not authorized to change any of the terms and conditions of this contract. Changes in the Statement of Work shall be made only by the Contracting Officer by properly written modifications to the contract. Nothing contained in this article authorizes the contractor to incur costs in excess of the estimated cost or other limitation of funds set forth in this contract.

C. Travel Costs

1. Cost of domestic transportation and travel by personnel of the contractor in performing work directly related to this contract, including per diem and/or subsistence, shall be in accordance with the contractor's established travel policy, one copy of which shall be submitted with the cost proposal.
2. Any proposed foreign travel should be submitted to the Contracting Officer for review and approval.

ARTICLE IX - ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this contract the inconsistency shall be resolved by giving precedence in the following order; (a) Articles I through X; (b) the General Provisions, including all changes and/or additions; and (c) other provisions of the contract, whether incorporated by reference or otherwise.

ARTICLE X - GENERAL PROVISIONS

The General Provisions (Appendix A), Patents and Inventions Article (Appendix B), and "Changes and/or Additions to the General Provisions," attached hereto, are by this reference specifically made a part of this contract.

EXHIBIT D

INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS

1.0 GENERAL

1.1 Since your technical proposal will primarily determine the capability of your organization to participate in this program, it should be specific and complete in every detail. The proposal should be practical and will be prepared simply and economically, providing straight-forward, concise delineation of capabilities to satisfactorily perform the contract being sought. In order that your technical proposal may be evaluated strictly on the merit of the material submitted, no cost information is to be included in your technical proposal. Where estimated man-hours will provide clarity, they will be quoted in man-hour figures only, with no indication as to the cost of these man-hours.

1.2 The proposals shall contain an outline of the proposed lines of investigation, method of approach to the problem, any recommended changes to the technical exhibit, the phases or steps into which this project might logically be divided, estimated time required to complete each phase or step, and any other information considered pertinent to the problem. The proposal shall not merely offer to perform work in accordance with the scope of work but shall outline the actual work proposed as specifically as possible. The statement of work reflects the problems and objectives of the program under consideration, therefore, repeating the scope of work without sufficient elaboration will not be acceptable.

2.0 FORMAT AND SPECIFIC CONTENT

To aid in the evaluation of the proposals, it is desired that all proposals follow the same general format of the scope of work. Therefore, your proposal shall at a minimum contain the information specified below in accordance with the following general format:

2.1 Table of Contents

2.2 List of Tables and Drawings

2.3 Short Introduction and Summary

This section shall contain an outline of difficulties of the problem and general approach toward solving it.

2.4 Technical Discussion of Approaches

This section shall contain the major portion of the technical proposal. It should be presented in as much detail as possible and contain as a minimum the following:

2.4.1 Specific statement of the problem. Major difficulties anticipated, if any.

2.4.2 Principles and techniques which may be applied in the solution of the problem, and an evaluation of the various methods considered with substantiation of those selected. Indicate degree of success expected.

2.4.3 Complete detailed statement of solution, including preliminary design layout, sketches, and other information indicating configuration and functions of components as applicable.

2.4.4 Specific statement of any interpretations, deviations, and exceptions to the scope of the work. Offeror is cautioned that deviations and exceptions to the scope of work may be detrimental to the evaluation of the offeror's proposal.

2.5 Proposed Program Plan

A proposed program plan shall be included in the technical proposal which shall divide the entire program into work packages of finite tasks in accordance with the general format of the Statement of Work, Exhibit A. Each task shall be identified for: personnel accountability, task product identification/application, start/complete schedule, travel, proposed subcontracts, man-hours by labor type, and material description and quantities. Included in the program plan shall be summary non-cumulative (1) man-hours for each labor type, (2) subcontracts, and (3) material description and quantities, each versus months during the proposed period of performance of the contract. The proposer shall also enclose his proposed format for the monthly or quarterly technical report which will be required by any contract awarded under this Request for Proposals.

2.6 Program Schedule

This section should include the period of performance, proposed duration of project in months by phase or task and a milestone chart. Include time for preparation and submission of required reports.

2.7 Project Organization

This section should show the project team proposed for this

EXHIBIT E

INSTRUCTIONS FOR PREPARING COST PROPOSALS-

1.0 GENERAL:

Cost proposals are to be submitted in separate, detachable unclassified form so that the Contractor's technical proposal can be evaluated solely upon the basis of engineering merit, independent of dollar values.

2.0 BREAKDOWN:

The cost proposed shall indicate the total program costs with breakdown by phases, tasks and work packages as applicable.

3.0 COST FORM:

The offeror must submit his cost proposal on the attached cost form or a format in substantially the same detail acceptable to the Contracting Officer.

4.0 ADDITIONAL INFORMATION:

4.1 DIRECT LABOR:

4.1.1 Separate supporting schedules attached to the cost form indicating types or categories of labor together with man-hours for each category, indicating rate or compensation per unit exclusive of any overtime premium and/or shift differential.

4.1.2 If the proposed direct labor rates represent other than current weighted average experience rates per each category, the proposed rates should be further substantiated to completely justify the proposed rate.

4.1.3 State whether any additional direct labor (new hires) will be required during the performance period applicable to this procurement. If so, state the number required.

4.2 BURDEN RATES:

Substantiate basis for rates and state which government auditing agency (if any) has approved the use of these rates for bidding purposes.

4.3 DIRECT MATERIAL:

4.3.1 Purchased Parts: State number of units, unit price and total cost of each item.

4.3.2 Raw Material: State number of units, unit price and total cost of each type of material.

2.4 Technical Discussion of Approaches

This section shall contain the major portion of the technical proposal. It should be presented in as much detail as possible and contain as a minimum the following:

2.4.1 Specific statement of the problem. Major difficulties anticipated, if any.

2.4.2 Principles and techniques which may be applied in the solution of the problem, and an evaluation of the various methods considered with substantiation of those selected. Indicate degree of success expected.

2.4.3 Complete detailed statement of solution, including preliminary design layout, sketches, and other information indicating configuration and functions of components as applicable.

2.4.4 Specific statement of any interpretations, deviations, and exceptions to the scope of the work. Offeror is cautioned that deviations and exceptions to the scope of work may be detrimental to the evaluation of the offeror's proposal.

2.5 Proposed Program Plan

A proposed program plan shall be included in the technical proposal which shall divide the entire program into work packages of finite tasks in accordance with the general format of the Statement of Work, Exhibit A. Each task shall be identified for: personnel accountability, task product identification/application, start/complete schedule, travel, proposed subcontracts, man-hours by labor type, and material description and quantities. Included in the program plan shall be summary non-cumulative (1) man-hours for each labor type, (2) subcontracts, and (3) material description and quantities, each versus months during the proposed period of performance of the contract. The proposer shall also enclose his proposed format for the monthly or quarterly technical reports which will be required by any contract awarded under this Request for Proposals.

2.6 Program Schedule

This section should include the period of performance, proposed duration of project in months by phase or task and a milestone chart. Include time for preparation and submission of required reports.

2.7 Project Organization

This section should show the project team proposed for this investigation, the relationship of this program to the over

cost of all subcontracted items. In addition, for any subcontract for services, supplies or equipment which exceeds in dollar amount either \$25,000 or 5% of the total estimated cost of this proposal the following information will be furnished: (1) name of proposed subcontractor; (2) the type of service or item to be supplied; and (3) the estimated cost with a supporting detailed cost breakdown.

4.4 Other Cost:

4.4.1 Special Testing: Include details of special testing (labor, material, and overhead) attaching a separate schedule if necessary.

4.4.2 Facilities and Special Equipment, including Tooling: Attach a brief description of items comprising cost of facilities, special equipment or tooling to be acquired or fabricated solely for the performance of this particular procurement. Indicate quantities and unit prices, stating whether such items are to be purchased or fabricated by the prime Contractor. Also state whether the facilities and special equipment are of a severable nature and the estimated life of each.

4.4.2.1 If fabrication by the prime Contractor is contemplated, include detail of material, labor and overhead.

4.4.2.2 The offeror shall specify any Government-owned facilities, industrial equipment, or special tooling intended to be used in the performance of any ensuing contract, the value thereof, the Government contract under which acquired and accountable, rental provisions, and other relevant information. Authorization by the cognizant contracting officer authorizing use of the Government-owned property on either a non-interference basis or rental basis must also be included in the proposal indicating that such Government-owned property will be available for timely completion of performance under an ensuing contract and whether or not you could perform the work in the event use of such facilities is not authorized.

4.4.3 Travel Expenses: Attach schedule indicating estimated number of man-trips required, destinations, and number of days subsistence per trip for each destination. Identify and support any other special transportation cost attributable to the performance of this particular project or procurement.

4.4.4 Consultant Services: Should be explained by indicating the specific project-area or problem in which such service is to be used. Identify the contemplated consultants, including a brief biographical sketch of academic and experience qualifications. State the number of days of such service estimated to be required and the consultant's quoted rate per day. State whether the consultant has received the proposed rate in performing similar services for other Contractors under Government contracts.

4.4.5 Expenditure Rates: Prepare a cumulative expenditure vs. time curve.

EXHIBIT 2 **REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS**

REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

Offeror represents as part of his offer that:

SMALL BUSINESS (See par. 14 on SF 33-A.)

He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

MINORITY BUSINESS ENTERPRISE

He ☐ is, ☐ is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Indians, American Eskimos, and American-Alasks.

REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$70,000.)

He is a ☐ regular dealer in ☐ manufacturer of, the supplies offered.

CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He ☐ has, ☐ has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for offeror) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from award of this contract and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer, (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.3.)

TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State

AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☐ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of parent company:

PARENT COMPANY
NAME AND ADDRESS
(If any)

OFFER IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A)

CAPSCONS ZL NO.

PARENT COMPANY'S ZL NO.

EQUAL OPPORTUNITY

(a) He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or one originally contained in section 301 of Executive Order No. 10453, or the clause contained in Section 301 of Executive Order No. 10466; that he ☐ has, ☐ has not, filed all required compliance reports and that representations indicating submission of required compliance reports signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☐ has not developed and does not have on file, an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) on file with the Department of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks.)

BUY AMERICAN CERTIFICATE

offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the statute entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

END PRODUCT

COUNTRY OF ORIGIN

CLEAN AIR AND WATER (Applicable if bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-3(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☐ has not, been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Civil Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.
- (c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own action, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does so to certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or living areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of race, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.

KNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

1. Affirmative Action

The following
whose offer is
offeror represents
maintained at an
Action Program

each offeror
more. The
developed and
affirmative

2. Equal Employment

By submission
best of his
date of this
a letter and
notification to
offeror or any
that the offer
first-tier
of Executive
11575 of Code
of Labor 1961
an acceptable
with any such
It is further
or circumstances
this offer or
be notified prior

that, to the
now, up to the
cause letter,
formal written
received by the
ative thereof
dates or known
the provisions
Executive Order
the Secretary
not having
noncompliance
ity Program.
the status
expiration of
Officer will

3. Handicapped

The offeror
clause as follows

the Handicapped

1. He ()
which are

of a contract
(2.)

2. The
days, ()
executed

exceeded 90
than 90 days,

3. The amount of the contract was () less than \$500,000, () more than \$500,000, and he () has, () has not published his program for the employment of the handicapped. (If more than \$500,000, execute 4.)
4. He () has, () has not submitted the required annual report to the Assistant Secretary of Labor for Employment Standards.
5. He () has, () has not made a good faith effort to effectuate and carry out his affirmative action program.
6. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

4. Labor Surplus Area Concerns

- A. Your status as a labor surplus area concern may become a factor in making award in case of tie offers or offer evaluation in accordance with the Buy American clause of this solicitation. In order to have entitlement to a preference determined if those circumstances should apply, the offeror must:
 - (i) furnish with his offer evidence that he or his first-tier subcontractor is a certified-eligible concern with a first preference in accordance with 29 CFR 8.7(b) and 8.9(c) or a certified eligible concern with second preference in accordance with 29 CFR 8.7(c) and 8.9(d), and identify below the address at which the costs he will incur on account of manufacturing or production (by himself if a certified concern or by certified concerns acting as first-tier subcontractors) amount to more than 25% of the contracts price; or
 - (ii) identify below the persistent or substantial labor surplus area in which the costs he will incur on account of manufacturing or production (by himself or his first-tier subcontractor) amount to more than 50% of the contract price. (If the offeror proposes to qualify as a persistent or substantial labor surplus area concern by including costs to be incurred by a certified concern not located in labor surplus area, evidence of such certification must be furnished.)

- B. Failure to furnish evidence of certification by the Secretary of Labor if applicable, and to identify the locations as specified above may preclude consideration of the offeror as a labor surplus area concern. Offeror agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails.

5. Intended Place(s) of Performance or Other Establishments From Which the Supplies are to be Furnished or Services are to be Performed:

Offerors must stipulate in their offer the major locations where the work is to be performed, the street address(es), and the name and address(es) of the owner and operator if other than offeror. If more than one plant is specified, the following information must be submitted as to the percentage and extent of the work which is to be done at each location listed.

Company Name: _____

Address: _____
(Street Address)

(City) (County)

(State) (Zip Code)

Home Office Congressional District No.

Congressional District No. of the principal place of performance

DUNS Contractor Establishment Number

(Note: If additional space is needed, use additional page and attach.)

6. Persons Authorized to Conduct Negotiations for Offerors shall be Listed as Follows:

Name

Phone Number

7. Percent of Foreign Content

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

8. Conditions of Operation By Contractor

The contractor represents that he is not now performing, has not previously performed, and does not at this time contemplate performing for any other public or private agency, effort that duplicates work described in this contract.

9. Woman - Owned Business

Concern is () is not () a woman-owned business. A woman-owned business is a business which is , at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, women-owned if this information is available.

10. Cost Accounting Standards Certification - Nondefense Applicability

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR 1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR 1-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR 1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR 1-3.1204-2(b)) and Administration of Cost Accounting Standards (FPR 1-3.1204-1(b)) if the award is (i) the first negotiated contract over \$500,000 in the event the award is to a contractor's business unit that is not performing under any CAS covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR 1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

Certificate of CAS Applicability

The offeror hereby certifies that:

- A. ☐ It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards Clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B. ☐ It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 by FPR Subpart 1-3.12, but it is not required to accept 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C. ☐ It is not performing any CAS covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D. ☐ It is an educational institution receiving contract awards subject to FPR Subpart 1-15.3(FMC 73-3, CMB Circular A-21).
- E. ☐ It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7(FMC 74-4, CMB Circular A-67).
- F. ☐ It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR 1-3.1203-2(c)(4)(iv)).

Additional Certification - CAS Applicable Offers

- G. ☐ The offeror, subject to cost accounting standards but not certifying under D, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

Data Required - CAS Covered Offerors

The offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract will become effective upon the offeror.

Name of Contracting Officer: _____
Address: _____
Telephone Number: _____
Standards not yet applicable: _____

By signature hereto, the offeror certifies that all representations and certifications contained herein (Exhibits F & G) as related to his proposal entitled _____, dated _____, in response to RFP No. _____ (if applicable) are complete and accurate as required herein, and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in proposals.

SIGNATURE _____

NAME _____

TITLE _____

Office of Management and Budget
Approval No. 29-RO184

8528

NO. OF PAGES

SECRET

SUPPLIES AND/OR SERVICES TO BE FURNISHED

ONE OF TWO

ITSCH(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL	
--------------------------	--

GOVT SOLICITATION NO.

DIRECT MATERIAL (Itemize on Exhibit A)				EST COST (\$)	TOTAL EST COST	REFERENCE
a. PURCHASED PARTS						
b. SUBCONTRACTED ITEMS						
c. OTHER—(1) RAW MATERIAL						
(2) FOUR STANDARD COMMERCIAL ITEMS						
(3) INTEROFFICIAL TRANSFERS (At store (how cost)						
TOTAL DIRECT MATERIAL						
MATERIAL OVERHEAD (Rate % of						
DIRECT LABOR (Specify)				ESTIMATED HOURS	RATE/HOUR	EST COST (\$)
TOTAL DIRECT LABOR						
LABOR OVERHEAD (Specify Department or Cost Center)				OH. RATE	BASE	EST COST (\$)
TOTAL LABOR OVERHEAD						
SPECIAL TESTING (Including field work at Government installations)					EST COST (\$)	
TOTAL SPECIAL TESTING						
SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)						
TRAVEL (If direct charge) (Give details on attached Schedule)					EST COST (\$)	
a. TRANSPORTATION						
b. MEAL OR SUBSISTENCE						
TOTAL TRAVEL						
CONSULTANTS (Identify—Government only)					EST COST (\$)	
TOTAL CONSULTANTS						
OTHER DIRECT COSTS (Itemize on Exhibit A)						
TOTAL DIRECT COST AND OVERHEAD						
GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element No. 1)						
TOTAL ESTIMATED COST						

444 45 2000 000

CAPCO JEN 0000990

CAPCO JEN 0000991

INSTRUCTIONS TO OFFERORS

1. The purpose of this form is to provide a standard format by which the offeror submits to the Government a summary of incurred and estimated costs (and attached supporting information) suitable for detailed review and analysis. Prior to the award of a contract resulting from this proposal the offeror shall, under the conditions stated in FPR 1-5.307-3 be required to submit a Certificate of Current Cost or Pricing Data (See FPR 1-5.307-3(b) and 1-5.307-4).

2. In addition to the specific information required by this form, the offeror is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or submittals which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing, variable data.
- b. The judgmental factors applied in projecting from known data to the estimate, and
- c. The contingencies used by the offeror in his proposed price.

In short, the offeror's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data in this form is impracticable, the data will be described (with schedules as appropriate), and made available to the contracting officer or his representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different formats with the prior approval of the Contracting Officer if required for more effective and efficient presentation. In all other respects this form will be completed and submitted without change.

5. By submission of this proposal the offeror grants to the Contracting Officer, or his authorized representative, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations prior to contract award.

FOOTNOTES

1. Enter in this column those necessary and reasonable costs which in the judgment of the offeror will properly be incurred in the efficient performance of the contract. If any of the costs in this column have already been incurred (e.g., on a letter contract or purchase order), describe them on an attached supporting schedule. Identify all sales and transfers between your plants, divisions, or organizations under a common control, which are included at other than the lowest of cost to the original transferee or current market price.

2. Where costs in addition to those available in Exhibit A are required, attach separate pages as necessary and identify in this "Reference" column the attachment in which the information supporting the specific cost element may be found. No standard format is prescribed; however, the cost or pricing data must be accurate, complete and current, and the judgment factors and in projecting from the data in the estimate must be stated in sufficient detail to enable the Contracting Officer to evaluate the proposal. For example, provide the basis used for pricing materials such as: inventory quantities, stock estimates, or invoice prices; the reason for use of approved rates which depart significantly from experienced rates (included volume, a planned major re-arrangement, etc.); or justification for an increase in labor rates (anticipated wage and salary increases, etc.). Identify and explain any contingency work included in the proposed price, such as anticipated cost of rejects and defective work, or anticipated material difficulties.

3. Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with Government representatives on the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of your approved estimate, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates.

4. If the total cost entered here is in excess of \$250, provide on a separate page the following information on each separate item of royalty or license fee: name and address of licensee; date of license agreement; patent number, patent application serial number, or other basis on which the royalty is payable; brief description, including any part or model number of each contract item or component on which the royalty is payable; percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, a copy of the current license agreement and identification of applicable claims of specific patents shall be provided.

5. Provide a list of principal items within each category indicating known or anticipated source, quantity, unit price, competition obtained, and basis of estimating source and reasonableness of cost.

CONTINUATION OF EXHIBIT A—SUPPORTING SCHEDULE AND RESPONSES TO QUESTIONS 3 AND 4.