



July 13, 2004

REFERENCE: Solicitation No. 263-04-P(GK)-0032, NIH Visual and Medical Arts

OFFEROR:

You are invited to submit a proposal in accordance with the requirements of this solicitation.

It is anticipated that a Fixed-Price Term type contract will be awarded.

An original and ten (10) copies of your proposal must be received by me at the following address not later than 1:00 P.M. local prevailing time on August 26, 2004. Delivery of proposal(s) may be made Monday through Friday, between 8:30 a.m. and 5:00 p.m. (local time).

National Institutes of Health
Office of Logistics and Acquisition Operations
6011 Executive Blvd., Room 537C MSC 7663
Attn: Zetherine L. Gore
Bethesda, MD, Maryland 20892-7663

NOTE: If you are using delivery services other than the U.S. Postal Services, use the following City, State and Zip Code:

Rockville, MD 20852

The proposal must be signed by an official authorized to bind the Offeror, and it will contain a statement to the effect that the proposal is firm for a period of at least one hundred-twenty (120) days from the date of receipt thereof by the Government.

The procedures for conducting this solicitation are in compliance with Circular No. A-76 (Revised, May 29, 2003). The Government, with the assistance of a consultant, developed Sections C (including the Performance Work Statement), B, L, and M. The Government with the assistance of its consultant will also develop its Agency Tender, which is the Government's proposal in response to this solicitation. The Source Selection Evaluation Board will be Government employees who may receive technical assistance from other consultants. To avoid the potential for or appearance of a conflict of interest, a "firewall" exists between Government personnel and its consultant employees who assisted in developing the PWS, Sections C, B, L, M, and the Agency Tender. The Government and its consultant will not allow its employees who assisted in developing the PWS, Sections C, B, L,

and M to participate in any way in the Agency Tender. Government personnel and its consultant employees who assisted in developing the Agency Tender did not participate in the development of this solicitation in any manner and will only receive information about this solicitation at the time that it is made public information. Government employees who will serve on the Source Selection Evaluation Board (SSEB) may have participated in the development of the PWS, but in no manner participated or was associated with the development of the Agency Tender. The Government's consultant employees who assisted in the development of the PWS, Sections C, B, L, M, and the Agency Tender will not participate on the SSEB in any manner or participate in the evaluation of the Agency Tender or other proposals.

Requests for any information concerning this solicitation are to be referred only to Zetherine L. Gore, Contracting Officer, on telephone number 301-402-9671 (collect calls not accepted). Please complete the enclosed forms and submit an original and ten copies.

Sincerely,

/s/

Zetherine L. Gore
Contracting Officer

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 95-83, as amended.		2. PAGE 1 OF PAGES 118	
3. REQUEST FOR PROPOSALS (RFP) NUMBER: 263-04-P(GK)-0032	4. ISSUE DATE: July 13, 2004	5. SET ASIDE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO See Part IV, Section L	
6. TITLE: NIH Visual and Medical Arts This solicitation and applicable reference documents are assessable at weblink: http://www.olao.od.nih.gov/VendorResources/RequestForProposal/FY2004A76Requirements.htm			
7. ISSUED BY: National Institutes of Health Office of Logistics and Acquisition Operations, OD 6011 Executive Boulevard, Room 537C, MSC 7663 Bethesda, Maryland 20892-7663 Attention: Zetherine L. Gore		8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 2 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE are due <u>8/26/04</u> and will be received at the place specified in, and in the number of copies specified in Attachment 2 until 1:00 PM local time on <u>08/26/04</u> . Your attention is directed to the provisions regarding the late submission of proposals in Part IV, Section L, GENERAL INFORMATION INSTRUCTIONS.			
10. Offeror must provide full name, address, TIN/EIN, and, if different, the address to which payment should be mailed.			
11. FOR INFORMATION CALL: Zetherine L. Gore PHONE: 301-402-9671 COLLECT CALLS WILL NOT BE ACCEPTED.			
12. Table of Contents on pages 2 through 4.			

Zetherine L. Gore
Contracting Officer, DSSA, OLAO
Office of the Director

12. TABLE OF CONTENTS

PAGE NO.

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM.....1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Article B.1. Brief Description of Services 6

Article B.2. Services6

Article B.3. Prices6

Article B.4. Option Prices11

Article B.5. Advance Understandings31

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....33

Article C.1. Performance Work Statement33

Article C.2. Reporting Requirements.....33

SECTION D - PACKAGING AND MARKING33

SECTION E - INSPECTION AND ACCEPTANCE.....34

Article E.1. Inspection and Acceptance34

Article E.2. Inspection of Services34

SECTION F - DELIVERIES OR PERFORMANCE35

Article F.1. Period of Performance.....35

Article F.2. Place of Performance.....35

Article F.3. Deliveries/Reporting Requirements36

Article F.4. Stop Work Order36

Article F.5. Post Award Conference37

SECTION G - CONTRACT ADMINISTRATION DATA37

Article G.1. Project Officer37

Article G.2. Technical Direction37

Article G.3. Key Personnel.....38

Article G.4. Invoice Submission39

Article G.5. Government Property40

Article G.6. Post Award Evaluation of Contractor Performance40

SECTION H - SPECIAL CONTRACT REQUIREMENTS41

- Article H.1. Insurance41
- Article H.2. Option Provisions41
- Article H.3. Information Technology Systems Security Specifications42
- Article H.4. Electronic and Information Technology Standards45
- Article H.5. Press Releases.....45
- Article H.6. Reporting Matters Involving Fraud, Waste and Abuse46
- Article H.7. Anti-Lobbying.....46
- Article H.8. Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391)46
- Article H.9. Work Hours, Holidays, and Administrative Leave47
- Article H.10. Needle Exchange.....48
- Article H.11. Access to NIH Electronic Mail.....48

PART II - CONTRACT CLAUSES49

SECTION I - CONTRACT CLAUSES.....49

- Article I.1. - Contract Clauses49
- Article I.2. - Authorized Substitutions of Clauses.....51
- Article I.3. - Additional Clauses.....51
- Article I.4. - Additional FAR Contract Clauses included in
Full Text52
- Article I.5. - Service Contract Act.....54

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....56

SECTION J - LIST OF ATTACHMENTS.....56

PART IV - PRESENTATIONS AND INSTRUCTIONS72

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS (NEGOTIATED)72

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....73

- 1. **GENERAL INFORMATION**73
 - a. NOTICE OF COST COMPARISON.....73
 - b. NAICS CODE74
 - c. INFORMATION TECHNOLOGY SYSTEMS SECURITY74
 - d. AWARD77

Solicitation No. 263-04-P(GK)-0032

e. PRE-PROPOSAL CONFERENCE77
f. COMMITMENT OF PUBLIC FUNDS78
g. COMMUNICATIONS PRIOR TO CONTRACT AWARD78
h. RELEASE OF INFORMATION79
i. PREPARATION COSTS79
j. SERVICE OF PROTEST79
k. OMB CIRCULAR A-7679
l. ORAL PRESENTATIONS80
m. NOTICE OF SMALL BUSINESS SET-ASIDE80

2. **INSTRUCTIONS TO OFFERORS**81

a. **GENERAL INSTRUCTIONS**.....81

(1) Contract Type and General Clauses81
(2) Proposal Summary and Data
Record (NIH-2043)81
(3) Confidentiality of Proposals81
(4) Evaluation of Proposals82
(5) Use of the Metric System of Measurement82
(6) Privacy Act83
(7) Selection of Offerors84
(8) Solicitation Provisions Incorporate by Reference 85

3. **SUBMISSION OF PROPOSALS**86

Volume I – Work Sample Portfolio87
Volume II – Personnel95
Volume III – Technical Approach.....102
Volume IV – Management Approach103
Volume V – Past Performance104
Volume VI – Business Proposal.....109
Volume VII – Representation and Certifications112
Incentives and Disincentives112

SECTION M - EVALUATION FACTORS FOR AWARD.....113

M.1. GENERAL113
M.2. BUSINESS EVALUATION113
M.3. EVALUATION AND AWARD CRITERIA113
M.4. SOURCE SELECTION117
M.5. EVALUATION OF OPTIONS117
M.6. NEGOTIATIONS118
M.7. BASIS FOR AWARD.....118

PART I - THE SCHEDULE
(CONTRACT FORM)

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS A THROUGH I HEREIN CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

FOR THE PURPOSES OF THIS SOLICITATION:

- 1) THE WORDS "CONTRACTOR" AND "SERVICE PROVIDER" ARE INTERCHANGEABLE.
- 2) THE WORDS "WORK STATEMENT," "STATEMENT OF WORK," AND "PERFORMANCE WORK STATEMENT" ARE INTERCHANGEABLE.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SERVICES

The Department of Health and Human Services (DHHS), National Institutes of Health (NIH) and its supporting facilities require a Contractor to provide visual and medical arts support services in accordance with OMB Circular A-76. Services provided shall include all management, supervision, administration, and labor to support the Visual and Medical Arts services identified in the performance based work statement. This includes all direct and indirect resources. Services shall be provided at the NIH Campus in Bethesda, Maryland.

ARTICLE B.2. SERVICES

In accordance with the Performance Work Statement (PWS) in Section C, the contract price for the visual and medical arts support services should represent the requirements based on full utilization of services.

The period of performance is for twelve (12) months with four (4) twelve-month (12-month) options. An award term of three (3) twelve-month periods may also be awarded.

ARTICLE B.3. PRICES

Upon the Government's order of any of the services specified in Section C and Section F of this contract, the Contractor shall be paid the fixed unit prices set forth below upon delivery and Government acceptance:

The Contractor shall perform all requirements to the standards specified for Visual and Medical Arts support services set forth in Section C. The Contractor shall furnish all required direct and indirect labor, and other resources not furnished by the government.

The fixed prices are subject to the following variation in estimated quantity provisions.

1. Annual workload is provided in Section C.5.
2. The annual workload is not guaranteed to be equal from month-to-month.
3. The fixed prices are binding for plus or minus 10% (110%-90%) of the total quantity count for each of the five primary requirements (5.1, 5.2, 5.3, 5.4, 5.5).
4. Quantities delivered will be reviewed on a semi-annual basis (every six months from the performance start date) for variations during the total six month period.
5. The 10% variance is applied to the total six month period per primary requirement.
6. Equitable adjustments (up or down) to invoices will be based upon the semi-annual reviews.

The service provider shall take actions to manage the workload to meet the estimates. The service provider shall notify the COTR via email when 75%, 90%, 95% and 100% quantity levels are met each month for the primary requirements.

SCHEDULE OF CHARGES FOR THE BASE YEAR

BASE Period of Performance: April 1, 2005 through March 31, 2006
 (12 month Base Period) (To Be Completed At Time Of Award, for bidding purposes
 assume the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
	5.	1.							
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	
0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	
0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 CLIN 0007 – Phase-in Costs* **To be completed at time of award** \$ _____

Total For Base Period of Performance\$ _____
 Grand Total for Base Period and Option Periods\$ _____
 Grand Total For Base Period, Option Periods, and Award Term Periods\$ _____

* CLIN 0007 For bidding purposes only assume dates Nov. 1, 2004-March31, 2005

a. **OPTION PRICES**

1. Unless the Government exercises its option pursuant to ARTICLE I.4. OPTION PROVISION, this contract consists only of YEAR I of the PWS as defined in SECTIONS C and F for the prices set forth in ARTICLE B.3. of this contract.
2. Pursuant to clause 52.217-9 set forth in ARTICLE I.3., the Government may, by unilateral contract modification, require the Contractor to perform YEAR(S) 2 through 5 of the PWS as defined in SECTIONS C and F of this contract. If the Government exercises these options, notice must be given within 12 months from the effective date of this contract, or the effective date of the option period just exercised. The fixed price of this contract will be increased as set forth in paragraph c., below, of this ARTICLE B.4.
3. Upon the delivery and acceptance of the Option Services described in SECTION C of the contract and identified in the schedule of charges, the Government shall pay the Contractor the unit prices set forth below:

SCHEDULE OF CHARGES FOR OPTION YEARS

Option Year One Period of Performance: April 1, 2006 through March 31, 2007
 (12 month Period) (To Be Completed At Time of Award, for bidding purposes assume the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	
0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	
0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____

CLIN 0002 – Design Services (5.2) \$ _____

CLIN 0003 – Photography (5.3) \$ _____

CLIN 0004 – Events Management (5.4) \$ _____

CLIN 0005 – Video Services (5.5) \$ _____

CLIN 0006 - Other Direct Costs Not to Exceed \$ _____

Total For Option Year One \$ _____

Option Year Two Period of Performance: April 1, 2007 through March 31, 2008
 (12 month Period) (To Be Completed At Time of Award, for bidding purposes assume the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 Total For Option Year Two \$ _____

Option Year Three Period of Performance: April 1, 2008 through March 31, 2009
 (12 month Period) (To Be Completed At Time of Award, for bidding purposes assume
 the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 Total For Option Year Three \$ _____

Option Year Four Period of Performance: April 1, 2009 through March 31, 2010
 (12 month Period) (To Be Completed At Time of Award, for bidding purposes assume
 the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 Total For Option Year Four \$ _____

b. **AWARD TERM PRICES**

- 1.. Unless the Government exercises its option pursuant to ARTICLE I.4. OPTION PROVISION, this contract consists only of YEAR I of the PWS as defined in SECTIONS C and F for the prices set forth in ARTICLE B.3. of this contract.
- 2.. The Government may award additional terms not to exceed three (3) twelve (12) month periods. Awards will be made based on the contractor's performance . If the Government awards these terms, notice must be given within 12 months from the effective date of this contract, or the effective date of the award term exercised. The fixed price of this contract will be increased as set forth in paragraph c., below, of this ARTICLE B.5.
3. Upon the delivery and acceptance of the Award Term Services described in SECTION C of the contract and identified in the schedule of charges, the Government shall pay the Contractor the unit prices set forth below:

SCHEDULE OF CHARGES FOR AWARD TERMS

Award Term One Period of Performance: April 1, 2010 through March 31, 2011
 (12 month Period) (To Be Completed At Time of Award, for bidding purposes
 assume the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
	5.	1.							
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	
0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	
0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 Total For Award Term Year One \$ _____

Award Term Two Period of Performance: April 1, 2011 through March 31, 2012
 (12 month Period) **(To Be Completed At Time of Award, for bidding purposes**
assume the above dates will be the period of performance)

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____
 CLIN 0002 – Design Services (5.2) \$ _____
 CLIN 0003 – Photography (5.3) \$ _____
 CLIN 0004 – Events Management (5.4) \$ _____
 CLIN 0005 – Video Services (5.5) \$ _____
 CLIN 0006 - Other Direct Costs Not to Exceed \$ _____
 Total For Award Term Year Two \$ _____

Award Term Three Period of Performance: April 1, 2012 through March 31, 2013
 (12 month Period) **(To Be Completed At Time of Award, for bidding purposes assume the above dates will be the period of performance)**

CLIN	RFP				Requirement	Method of Calculating	Unit Price	Units	Period Price
0001	5.	1.			Illustration				CLIN TOTALS
0001A	5.	1.	1.	1	Create 2-D Medical Illustration	Fixed price per month	\$	12 Month	
0001B	5.	1.	1.	2	Create 3-D Medical Illustration	Fixed price per month	\$	12 Month	
0001C	5.	1.	1.	3	Write and Edit Labels for Medical Illustrations	Fixed price per month	\$	12 Month	
0001D	5.	1.	2.	1	Create 2-D Medical Animation	Fixed price per month	\$	12 Month	
0001E	5.	1.	2.	2	Create 3-D Medical Animation	Fixed price per month	\$	12 Month	
0001F	5.	1.	3.	1	Level 1-Basic Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001G	5.	1.	3.	2	Level 2-Intermediate Non-Medical Illustration	Fixed price per month	\$	12 Month	
0001H	5.	1.	3.	3	Level 3-Complex Non-Medical Illustration	Fixed price per month	\$	12 Month	
								5.1 CLIN TOTALS	
0002	5.	2.			Design Services				CLIN TOTALS
0002A	5.	2.	1.		Design and Produce Scientific Poster Sessions	Fixed price per month	\$	12 Month	
0002B	5.	2.	2.		Design and Produce Posters and Publications	Fixed price per month	\$	12 Month	
0002C	5.	2.	2.	1	Design and Produce Signage	Fixed price per month	\$	12 Month	
0002D	5.	2.	2.	2	Design and Produce Event Items	Fixed price per month	\$	12 Month	
0002E	5.	2.	2.	3	Design and Produce Presentation Posters for NIH officials	Fixed price per month	\$	12 Month	
0002F	5.	2.	3.		Design and Produce Promotional Items	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0002G	5.	2.	4.		Design Web Page	Fixed price per month	\$	12 Month	
0002H	5.	2.	5.		Design and Produce Complex Multi-Media Presentations	Fixed price per month	\$	12 Month	
0002I	5.	2.	6.		Design and Produce Exhibits	Fixed price per month	\$	12 Month	
0002J	5.	2.	7.		Design and Produce Awards	Fixed price per month	\$	12 Month	
0002K	5.	2.	8.		Produce Mattes and Frames	Fixed price per month	\$	12 Month	
0002L	5.	2.	9.	1	Digital Slide Imaging	Fixed price per month	\$	12 Month	
								5.2 CLIN TOTALS	
0003	5.	3.			Photography				
0003A	5.	3.	1.		Photo Microscopy and Electron Microscopy	Fixed price per month	\$	12 Month	
0003B	5.	3.	2		Photo Macroscopy	Fixed price per month	\$	12 Month	
0003C	5.	3.	3		Patient Photography	Fixed price per month	\$	12 Month	
0003D	5.	3.	4		Public Affairs Photography	Fixed price per month	\$	12 Month	
0003E	5.	3.	5		Provide Photo Lab Services	Fixed price per month	\$	12 Month	
								5.3CLIN TOTALS	
0004	5.	4.			Events Management				CLIN TOTALS
0004A	5.	4.	1.		Asses and Evaluate the Interior Design and Audiovisual Functionality of NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004B	5.	4.	1.	1	Engineering Schematic Reviews.	Fixed price per month	\$	12 Month	
0004C	5.	4.	2.		Manage NIH Conference Facilities	Fixed price per month	\$	12 Month	
0004D	5.	4.	2.	1	Execute a Broad Range of Event Activities	Fixed price per month	\$	12 Month	
0004E	5.	4.	2.	2	Translate Customer needs into Viable Event Solutions	Fixed price per month	\$	12 Month	
0004F	5.	4.	2.	3	Coordinate and Support Audio Visual and Media Presentation	Fixed price per month	\$	12 Month	

Solicitation No. 263-04-P(GK)-0032

0004G	5.	4.	2.	4	Provide Housekeeping and Setup Support for Conference Facilities	Fixed price per month	\$	12 Month	
0004H	5.	4.	3.		Operate Concierge Desk	Fixed price per month	\$	12 Month	
								5.4 CLIN TOTALS	
0005	5.	5.			Video Services				CLIN TOTALS
0005A	5.	5.	1.		Video Production	Fixed price per month	\$	12 Month	
0005B	5.	5.	2.		Operate and Maintain Television Operation Center	Fixed price per month	\$	12 Month	
0005C	5.	5.	3.		Video Products	Fixed price per month	\$	12 Month	
								5.5 CLIN TOTALS	

CLIN 0001 – Illustration (5.1) \$ _____

CLIN 0002 – Design Services (5.2) \$ _____

CLIN 0003 – Photography (5.3) \$ _____

CLIN 0004 – Events Management (5.4) \$ _____

CLIN 0005 – Video Services (5.5) \$ _____

CLIN 0006 - Other Direct Costs Not to Exceed \$ _____

Total For Award Term Year Three \$ _____

ARTICLE B.4. ADVANCE UNDERSTANDINGS

a. Non-Personal Services and Inherently Government Functions

- (1) Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the Project Officer to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (2) Pursuant to FAR 7.5, the Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (3) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

b. Confidential Treatment of Sensitive Information

The Contractor shall guarantee strict confidentiality of the information/data that it is provided by the Government during the performance of the contract. The Government has determined that the information/data that the Contractor will be provided during the performance of the contract is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives prior written approval from the Contracting Officer.

Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. PERFORMANCE WORK STATEMENT

Independently, and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Performance Work Statement (PWS), Section J, Attachment 8, dated July 9, 2004, hereby incorporated and made a part of this contract. The PWS may be viewed at the following weblink:

<http://www.olao.od.nih.gov/VendorResources/RequestForProposal/FY2004A76Requirements.htm>

ARTICLE C.2. REPORTING REQUIREMENTS

Technical Progress Reports

The Contractor shall prepare and submit a monthly technical progress report.. Technical Progress Reports will be required in any contract resulting from this solicitation. Technical Progress Reports shall include:

- C Number and labor categories of contract employee working under the contract;
- C A narrative statement of the work accomplished during the reporting period;
- C A statement of current and potential problem areas and proposed corrective actions;
- C A discussion of overall contract performance
- C A discussion of activities to be undertaken during next reporting period
- C A discussion of dollars expended during period, total dollars expended to date, and remaining funds. Information shall be segregated by major task area (i.e. Grants Management, Review Support, and Program Support).

SECTION D -PACKAGING AND MARKING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E.1. INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this article, the Project Officer is the authorized representative of the Contracting Officer.
- c. Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.
- d. Inspection and acceptance will be performed at the NIH Campus, Bethesda, Maryland and other locations in Montgomery County, Maryland.
- e. The quality of the Contractor's work in carrying out the requirements of this contract shall be monitored by the Project Officer or the designated alternate. The government will fulfill performance monitoring requirement through reports generated by the Quality Assurance Surveillance Plan (QASP), the Performance Work Statement (PWS), and the Contractor's Quality Control Plan (QCP). The government will use information provided by the Contractor for comparison with government-generated information. The Project Officer or designated alternate will not interfere with normal work in progress, however, the Government may redirect the work effort within the scope of the contract as conditions warrant.

ARTICLE E.2. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

- a. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FAR Clause 52-246-4, INSPECTION OF SERVICES - FIXED PRICE (AUGUST 1996).

FAR Clause 52.246-5, INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. Performance of this contract shall be for a period of 12 months from the effective date of the contract, commencing *(to be included in any resultant contract)* and ending *(to be included in any resultant contract)* with four 12-month options to extend the term of the contract.
- b. If the Government exercises its options pursuant to ARTICLE I.4. of this contract, the period of performance will be extended as listed below:

<u>OPTION</u>	<u>OPTION PERIOD</u>
Option Year 1	<i>(Specific dates to be included in any resultant contract.)</i>
Option Year 2	
Option Year 3	
Option Year 4	

- c. The Service Provider may earn award terms, thereby extending the contract for three (3) additional twelve (12) month periods.
- d. Phase-In Period. A phase-in period of five (5) months (for bidding purposes only assume dates November 1, 2004 – March 31, 2005) will be permitted prior to full contract performance. During the phase- in period, the Contractor’s management personnel may observe incumbent personnel in operation. This period will start upon the Contractor’s receipt of a Right-of-first-Refusal list from the Contracting Officer. The Contractor will be provided with space and local telephone service. Full performance will begin at the end of the phase-in period.
- e. Phase-Out Period. During the 60 calendar day period immediately prior to the end of this contract (to include option periods and award term periods, if applicable) the Contractor shall permit his successor and successor’s personnel to observe and become familiar with any and all operations under this contract. The Contractor shall remain responsible for the completion of all requirements of this contract until the end of the period of performance. The Contractor shall not defer the responsibility of any requirements to the successor Contractor.

ARTICLE F.2. PLACE OF PERFORMANCE

The contract will be performed at the National Institutes of Health in Bethesda, Maryland.

ARTICLE F.3. DELIVERIES/REPORTING REQUIREMENTS

- a. In addition to providing the services prescribed in the Schedule, satisfactory performance of this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following item in accordance with the stated delivery schedule.
- b. The item specified below shall be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, FOB DESTINATION, WITHIN CONSIGNEE'S PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below and any specifications stated in SECTION D, PACKAGING AND MARKING, of this contract:
 - 1) Technical Progress Reports
- c. The above items shall be addressed and delivered to:

CONTRACTING OFFICER'S ADDRESS:

National Institutes of Health
Attention: Zetherine L. Gore
Office of Logistics and Acquisition Operations, OD
6011 Executive Boulevard, Room 537C, MSC 7663
Bethesda, MD 20892-7663

PROJECT OFFICER'S ADDRESS:

National Institutes of Health (*Specific address to be included in any resultant contract*)
9000 Rockville Pike
Bethesda, MD 20892

ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSE:

FAR CLAUSE NO. TITLE AND DATE

52.212-15	STOP WORK ORDER (AUGUST 1989)
52.212-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES (APR 1984)

ARTICLE F.5. POST AWARD CONFERENCE

After contract award, but prior to commencement of work performance, the Contractor shall meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer to discuss and develop mutual understandings relative to scheduling and administering work.

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

Project Officer: *(To be included in any resultant contract)*
Alternate Project Officer: *(To be included in any resultant contract)*

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. The Alternate Project Officer shall act in the absence of the Project Officer.

The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. TECHNICAL DIRECTION

- a. Work performance shall be subject to the technical direction of the Project Officer, The term "technical direction" is defined to include, without limitation, the following:
 - 1. Directions to the Contractor which redirect the contract effort, such as shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, full in details or otherwise serve to accomplish the contractual statement of work.
 - 2. Provision of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

3. Review and as required by the contract, approval of technical reports, drawings, specifications or technical information to be delivered by the contractor to the Government.
- b. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes;" (3) in any manner causes an increase or decrease in the total estimated contract price or the time required for contract performance; or (4) changes any of the expressed terms, conditions, or specifications of the contract.
- c. All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.
- d. The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within his authority under the provisions of this article.
- e. If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in 1 through 4 above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly, Upon receiving such notification from the contractor, the Contracting Officer shall issued an appropriate contract modification or advise the contractor in writing that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contracting action to be taken with respect thereto shall be subject to the provision of the contract clause entitled "Disputes."

ARTICLE G.3. KEY PERSONNEL

- a. The personnel specified in this contract is/are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other programs, 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 on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contractor must inform both the Project Officer and the Contracting of any substitutions. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

- b. The Contractor shall identify the following individuals considered to be key personnel and essential to the work being performed hereunder:

NAME

TITLE

(To be included in any resultant contract)

ARTICLE G.4. INVOICE SUBMISSION

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2 is attached and made part of this contract. The invoice instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 32.9.

Invoices shall be submitted concurrently as follows:

- (1) An original and two copies to the following designated billing office:

Contracting Officer
National Institutes of Health
Office of Logistics and Acquisition Operations, OD
6011 Executive Boulevard, MSC 7663
Bethesda, Maryland 20892-7663

- (2) Concurrent with submission to the above designated payment offices, the following process must be followed:

(a) National Institutes of Health
Accounts Payable Section, OFM
31 Center Drive, MSC 2045
Building 31, Room B1B39
Bethesda, Maryland 20892-2045

(b) National Institutes of Health
Attn: Project Officer
Bethesda, Maryland 20892
(Address to be completed at time of award)

- (2) Inquiries regarding payment of invoices should be directed to the designated payment office, (301) 402-9671.

ARTICLE G.5. GOVERNMENT PROPERTY

- a. In addition to the requirements of the Clause, GOVERNMENT PROPERTY, incorporated in Section I of this contract, the Contractor shall comply with the provisions of DHHS Publication, Contractor’s Guide for Control of Government Property, (1990), which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations, inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contract Property Administrator.

Requests for information regarding property under this contract should be directed to the following office:

Division of Personal Property Services, NIH
6011 Building, Suite 637
6011 EXECUTIVE BLVD MSC 7670
BETHESDA MD 20892-7670
(301) 496-6466

- b. Notwithstanding the provisions outlined in the DHHS Publication, Contractors Guide for Control of Government Property, (1990) which is incorporated in this contract in paragraph a. above, the contractor shall use the form entitled, “Report of Government Owned, Contractor Held Property” for performing annual inventories required under this contract. This form is included as attachment in Section J of this contract.

- c. Government Furnished Property

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Government AGREES TO FURNISH to the Contractor for use in direct performance of the contract. An inventory of the property to be furnished will be conducted and provided to the service provider before the completion of the phase-in period.

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- a. Contractor Performance Evaluations

Interim and final evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. INSURANCE

- a. The contractor shall assume full responsibility for the protection of the personnel furnishing services under this contract in accordance with the personnel policies of the contractor, such as providing workmen's compensation, health examinations, and social security payments. Such personnel shall not be considered at any time, employees of the Federal Government. At a minimum, the contractor shall provide insurance as specified in FAR Clause 28.306.
- b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

ARTICLE H.2. OPTION PROVISIONS

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.4., the contract will consist only of YEAR 1 of the Performance Work Statement as defined in Sections C and F of this contract. Pursuant to clauses 52.217-9 set forth in paragraph ARTICLE I.4. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform YEARS 2 through 5 of the Performance Work Statement as also defined in Sections C and F of this contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost of the contract will be increased as set forth in ARTICLE B.3.

ARTICLE H.3. INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

The Contractor agrees to comply with the Information Technology (IT) systems security and/or privacy specifications set forth in the Statement of Work (SOW); the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems;" and the DHHS Automated Information Systems Security Program (AISSP) Handbook. The Contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract. Failure to comply with these requirements shall constitute cause for termination.

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the SOW. The Contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and/or equipment.

In addition, during all activities and operations on Government premises the Contractor shall comply with DHHS (including National Institutes of Health) rules of conduct.

a. Contractor Certification of IT Systems Security Training

The Contractor shall certify in writing to the Project Officer that each Contractor employee shall, at a minimum, complete the following NIH Computer Security Awareness Training course prior to performing work under the contract: <http://irtsectraining.nih.gov/>

Additional security training commensurate with the position may be required as defined in OMB Circular A-130, Appendix III B., 2, b., or in [NIST Special Publication 800-16, "Information Technology Security Training Requirements."](#)

b. Position Sensitivity Designations

The Project Officer and the Information Systems Security Officer have determined that the following position sensitivity designation apply under this contract:

[Chapter VII of the DHHS AISSP Handbook,](#)

Level 5C: Access to Public Trust (Sensitive, Moderate Risk)

Contractor employees in AIS-related positions shall comply with the DHHS criteria for assigning position sensitivity designations.

Contractor employees assigned to a Level 6C (High Risk) position are subject to a Background Investigation (BI). Contractor employees assigned to a Level 5C (Moderate

Risk) position, with no previous investigation and approval, shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI). Contractor employees assigned to a Level 1C position (Non-sensitive, i.e. Low Risk) shall be subject to a National Agency Check and Inquiry Investigation (NACI).

If contractor employees will have access to classified national security information, more intensive investigations will be required. Contractor employees assigned to a Level 4C (Special Access) or Level 3C (Top Secret) position shall be subject to a Single Scope Background Investigation (SSBI). Contractor employees assigned to a Level 2C (Secret or Confidential) position shall undergo an LBI.

The following table summarizes investigation requirements by position risk level.

<u>Required Investigation by Position Risk Level</u>		
<u>Level</u>	<u>Description</u>	<u>Required Investigation</u>
6C	Public Trust (High Risk)	BI
5C	Public Trust (Moderate Risk)	NACIC (or LBI)
4C/3C	Special Access/Top Secret	SSBI
2C	Secret/Confidential Access	LBI
1C	Non-sensitive (Low Risk)	NACI

Contractor employees who have previously met investigative requirements within the past five years may only need to be subject to an updated or upgraded investigation. Verifications of completed investigations (e.g., copies of certificates of investigations or security clearances), as well as requests for new investigations, shall be submitted to the Project Officer.

c. Contractor Agreement -- Commitment to Protect Sensitive Information

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

d. Contractor Employee Non-Disclosure Agreement

Each Contractor employee who may have access to sensitive information under this SOW shall complete the following Non-Disclosure Agreement and submit it to the Project Officer:

Non-Disclosure Agreement

Access to sensitive information from the files of the indicate the NIH component is required in the performance of my official duties, under Contract Number indicate the contract number between indicate the NIH component and my employer, indicate your organization's name. I, indicate your name, on this ____ day of indicate the month 20__, hereby agree that I shall not release, publish, or disclose such information to unauthorized personnel, and I shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

I affirm that I have received a written and/or verbal briefing by my employer concerning my responsibilities under this agreement. I understand that violation of this agreement may subject me to criminal and civil penalties.

Signature of Contractor Employee: _____
 Name of Contractor Employee: _____
 Date: _____

Signature of Witness: _____
 Name of Witness: _____
 Date: _____

Copies retained by: Project Officer
 Contractor's Project Manager
 Contractor Employee

e. Note that the following documents are electronically accessible:

- (1) OMB A-130, Appendix III:
<http://csrc.nsl.nist.gov/secplcy/a130app3.txt>
- (2) DHHS AISSP Handbook:
<http://irm.cit.nih.gov/policy/aissp.html>
- (3) NIST Special Publication 800-16:
<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
<http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>
http://csrc.nist.gov/publications/nistpubs/800-16/Appendix_E.pdf

ARTICLE H.4. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the “Electronic and Information Technology Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR Part 1194. The complete text of Section 508 final Standards can be accessed at <http://www.access-board.gov/> The standards applicable to this required are identified in the Statement of Work..

ARTICLE H.5. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b.,below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 108-7, Division G, Title V- General Provisions, Section 507	<i>(to be included in resultant contract)</i>	

ARTICLE H.6. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General’s Office in writing or on the Inspector General’s Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.7. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No.	Fiscal Year	Period Covered
for a., above: P.L. 108-7, Division G, Title V- General Provisions, Section 503a		<i>(to be included in resultant contract)</i>
for b., above: P.L. 108-7, Division G, Title V. General Provisions, Section 503b		<i>(to be included in resultant contract)</i>

ARTICLE H.8. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at:
<http://www.usfa.fema.gov/hotel/index/htm>

ARTICLE H.9. WORK HOURS, HOLIDAYS, AND ADMINISTRATIVE LEAVE

Core Work Hours

The Contractor shall provide service Monday through Friday from 8:30 a.m. to 5:00 p.m. with a thirty (30) minute lunch period.

DHHS/NIH personnel observe the following days as holidays:

- | | |
|--|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Any other day designated by Federal statute | |
| Any other day designated by Executive Order | |
| Any other day designated by the President's proclamation | |

When any such day falls on Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost, or fee(s), if any, except as set forth in the contract.

Contractor personnel performing on-site under this contract with DHHS/NIH shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

When DHHS/NIH grants excused absence/administrative leave to its Government employees, on-site Contractor personnel shall also be dismissed. Some examples of excused absences are:

When an "adjusted home departure" policy is in place for non-emergency employees due to inclement weather conditions. The Office of Personnel Management will announce the number of hours employees are requested to leave home later than their normal departure time.

When the Federal Government is operating under an "adjusted work dismissal" policy or the workplace is closed due to inclement weather.

When the NIH closes due to a threat to employees' health or safety.

However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting officer or her/his duly appointed representative. In each instance when administrative leave is granted to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge and a reimbursable item of indirect costs in accordance with the Contractor's established accounting policy.

ARTICLE H.10. NEEDLE EXCHANGE

a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.	Public Law and Section No.	Fiscal Year	Period Covered
	P.L. 108-7, Division G, Title V- General Provisions, Section 505		<i>(to be included in any resultant contract)</i>

ARTICLE H.11. ACCESS TO NIH ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

PART II
SECTION I – CONTRACT CLAUSES

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED PRICE SERVICE CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates one or more clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CHAPTER 1) CLAUSES

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 2003	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Oct 2003	Central Contractor Registration
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Jan 2004	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-3	Jun 2003	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities

Solicitation No. 263-04-P(GK)-0032

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Dec 2003	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-3	Apr 1984	Patent Indemnity
52.229-3	Apr 2003	Federal, State and Local Taxes (Over \$100,000)
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.244-2	Aug 1998	Subcontracts *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.245-2	May 2004	Government Property (Fixed-Price Contracts)
52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
52.249-4	Apr 1984	Termination for Convenience of the Government (Services) (Short Form)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)(Over \$100,000)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions
352.232-9	Apr 1984	Withholding of Contract Payments
352.270-4	Jan 2001	Pricing of Adjustments
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED PRICE SERVICE CONTRACT - Rev. 05/2004].

ARTICLE I.2 AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

- a. FAR Clause 52.243-1, CHANGES, FIXED PRICE, ALTERNATE I (AUGUST 1987) is hereby deleted in its entirety and FAR Clause 52.243-1, changes fixed price, alternate II (August 1987) is substituted therefor.
- b. FAR Clause 52.249-4, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APRIL 1984), is deleted in its entirety and FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996) is substituted therefor.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text. Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

- a. **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**
 - 1) FAR 52.223-5, Pollution Prevention and Right-to-Know Information (APRIL 1998).
 - 2) FAR 52.223-10, Waste Reduction Program (AUGUST 2000).
 - 3) FAR 52.227-14, Rights in Data - General (JUN 1987)
 - 4) FAR 52.228-5, Insurance - Work on a Government Installation (JAN 1997)
 - 5) FAR 52.232-18, Availability of Funds (APRIL 1984).
 - 6) FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APRIL 1984).
 - 7) FAR 52.237-3, Continuity of Services (JANUARY 1991).
 - 8) FAR 52.245-1, Property Records (APRIL 1984)
 - 9) FAR 52.246-23, Limitation of Liability (FEBRUARY 1997)
 - 10) 2.248-1, Value Engineering (FEBRUARY 2000).

b.. **DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION(HHSAR) (48 CHAPTER 3) CLAUSES:**

- 1) HHSAR 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (JANUARY 2001).
- 2) HHSAR 352.270-5, Key Personnel (APR 1984).

c. **NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:**

The following clauses are attached and made a part of this contract:

- 1) NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16)

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

FAR Clause 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

- (a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if the employment is consistent with post-Government employment conflict of interest standards.
- (b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.
- (c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of Clause)

FAR 52.217-8, OPTION TO EXTEND SERVICES (NOVEMBER 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000).

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**FAR Clause 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
COMMERCIAL COMPONENTS (APRIL 2003)**

- (a) Definitions. As used in this clause–

Commercial item, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (e.o. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

Any contract awarded from this RFP will contain the following article:

ARTICLE I.5. SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.222-41, SERVICE CONTRACT ACT of 1965, as amended (MAY 1989)
- b. FAR Clause 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement Is for Information Only: It is not a wage determination.

<u>Employee Class</u> (S) - Supervisory (NS) - Nonsupervisory	<u>Level</u>	Monetary Wage – Fringe
		DC-MD-VA-WV
Division Director (S)	GS-15/8	\$59.23
Associate Art Director (S)	GS-13/3	\$36.85
A/V Prod Officer (S)	GS-14/3	\$43.55
Supv A/V Prod Spec (S)	GS-13/3	\$36.85
A/V Prod Specialist(NS)	GS-12/2	\$30.02
A/V Prod Specialist(NS)	GS-11/2	\$25.05
A/V Prod Specialist(NS)	GS-9/2	\$20.70
Supv Visual Info Spec (S)	GS-13/3	\$36.85
Visual Info Spec (NS)	GS-13/2	\$35.70
Visual Info Specialist(NS)	GS-12/2	\$30.02
Visual Info Specialist(NS)	GS-11/2	\$25.05
Visual Info Specialist(NS)	GS-11/2	\$25.05
Visual Info Specialist(NS)	GS-9/2	\$20.70
Visual Info Specialist(NS)	GS-7/2	\$16.93
Chief, Photography Branch (S)	GS-13/3	\$36.85
Photographer/All Functional Areas (NS)	GS-12/2	\$30.02
Photographer(NS)	GS-11/2	\$25.05
Photographer(NS)	GS-10/2	\$22.80
Photographer (NS)	GS-9/2	\$20.70
Medical Illustrator(S)	GS-13/3	\$36.85
Marketing Spec(NS)	GS-12/2	\$30.02
Marketing Specialist(NS)	GS-11/2	\$25.05
Producer (NS)	GS-14/2	\$42.19
Public Affairs Spec (NS)	GS-13/2	\$35.70
Program Analyst(NS)	GS-13/2	\$35.70
Program Specialist(NS)	GS-9/2	\$20.70
Electronics Technician(NS)	GS-13/2	\$35.70
Electronics Technician(NS)	GS-11/2	\$25.05
Business Manager (S)	GS-13/3	\$36.85
Purchasing Agent (NS)	GS-9/2	\$20.70
Purchasing Agent(NS)	GS-6/2	\$15.23
Operations Support Clerk (NS)	GS-6/2	\$15.23
Chief, Customer Branch (S)	GS-13/3	\$36.85
Conferences Services Assistant (NS)	GS-7/2	\$16.93
Conferences Services Assistant(NS)	GS-6/2	\$15.23

PART III

SECTION J - LIST OF ATTACHMENTS

The following Attachments are provided in full text with this Solicitation:

1. Proposal Intent Response Sheet
2. Packaging and Delivery of Proposals
3. Wage Determination No. 1994-2103 (Rev. 31) (06/3/04),
District of Columbia, Maryland, Virginia

The following Attachment No. 4 is available by accessing the following URLs and may be viewed or downloaded directly from the following site:

4. Performance Work Statement, dated 7/9/2004
<http://www.olao.od.nih.gov/VendorResources/RequestForProposal/FY2004A76Requirements.htm>
5. Government Notice for Handling Proposals
6. Disclosure of Lobbying Activities - Standard Form LLL
7. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC-2)
8. Procurement of Certain Equipment, NIH(RC)-7
9. Offeror's Points of Contact
10. Technical Proposal Cost Information/Summary of Labor and Direct Costs
11. Report of Government Owned, Contractor Held Property
12. Proposal Summary and Data Record, NIH 2043

Attachment Nos. 5 through 12 above are available by accessing the following URL and may be viewed or download directly from the following site:

<http://www.niaid.nih.gov/contract/forms.htm>

PROPOSAL INTENT RESPONSE SHEET

RFP No. 263-04-P(GK)-0032

RFP Title: Visual and Medical Arts

Please review the attached Request for Proposal. Furnish the information requested below and return this page by **July 28, 2004**.

Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

DO INTEND TO SUBMIT A PROPOSAL

DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

Company/Institution Name (print): _____

Title (print): _____

Signature/Date: _____

Telephone Number and E-mail Address (print clearly): _____

Project Director's Name (print): _____

Title (print): _____

Signature/Date: _____

Telephone Number and E-mail Address (print clearly): _____

Names of Collaborating Institutions and Investigators (include subcontractors and consultants)

(print): _____

RETURN VIA FAX OR E-MAIL TO:

National Institutes of Health
Office of Logistics and Acquisition Operations, OD
6011 Executive Boulevard, Room 537C, MSC 7663
Bethesda, MD 20892-7663
Attn: Zetherine L. Gore
RFP No. 263-04-P(GK)-0032
FAX No. (301) 480-4640
E-mail: zgore@nih.gov

ATTACHMENT NO. 1

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L., "Instructions to Offerors." Shipment and marking shall be as indicated below.

NUMBER OF COPIES

The number of copies required of each part of your proposal is as specified below:

Technical Proposal	-	Original and 10 Copies
Business Proposal	-	Original and 10 Copies
Past Performance	-	Original and 10 Copies

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

**RFP NUMBER 263-04-P(GK)-0032
DO NOT OPEN**

ADDRESSES:

If mailing your proposal through the U.S. Postal Service use the following address:

National Institutes of Health
Office of Logistics and Acquisition Operations, OA
6011 Executive Blvd., Room 537C, MSC 7663
Bethesda, MD 20892-7663
ATTN: Zetherine L. Gore

If hand delivering, or using a courier service such as: UPS, Federal Express, etc., use the following city, state, and zip code. **Rockville, Maryland 20852**

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the Rockville, Maryland address. Any package sent to the Rockville address via this service will be held at a local post office for pick-up. **The Government is not responsible for picking up any mail at a local post office.** If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

Delivery of proposal(s) may be made Monday through Friday, between 8:30 a.m. and 5:00 p.m. (local time). Proposals are due no later than Thursday, August 26, 2004 by 1:00 p.m. local time.

ATTACHMENT NO. 2

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
ADMINISTRATION
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

William W.Gross , Director
Division of Wage Determinations

Wage Determination No.: 1994-103

Revision No.: 31

Date Of Last Revision: 04/21/2004

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75

ATTACHMENT NO. 3

Solicitation No. 263-04-P(GK)-0032

01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.49
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.52
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.15
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62

ATTACHMENT NO. 3

Solicitation No. 263-04-P(GK)-0032

03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.83
11122 - House Keeping Aid II	10.32
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65

ATTACHMENT NO. 3

Solicitation No. 263-04-P(GK)-0032

11240 - Maid or Houseman	9.83
11270 - Pest Controller	12.44
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	14.39
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.07
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.33
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	28.94
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	23.59
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52

ATTACHMENT NO. 3

Solicitation No. 263-04-P(GK)-0032

13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.03
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95

ATTACHMENT NO. 3

Solicitation No. 263-04-P(GK)-0032

23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.61
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	12.97
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.67
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.12
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	21.35
23931 - Telecommunication Mechanic II	22.50
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86

ATTACHMENT NO. 3

24600 - Chore Aid	9.29
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	17.69
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.46
27102 - Guard II	13.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.44
28020 - Hatch Tender	18.44
28030 - Line Handler	18.44
28040 - Stevedore I	17.34
28050 - Stevedore II	19.56
29000 - Technical Occupations	
21150 - Graphic Artist	20.74
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.42
29040 - Civil Engineering Technician	21.52
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	23.33
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54

Solicitation No. 263-04-P(GK)-0032

29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	22.59
29160 - Instructor	24.57
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.44
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	25.95
29491 - Unexploded Ordnance (UXO) Technician I	19.59
29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.09
31361 - Truckdriver, Light Truck	13.45
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	10.30

ATTACHMENT NO. 3

99310 - Mortician	23.79
99350 - Park Attendant (Aide)	12.93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	15.47
99610 - Sales Clerk	10.84
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.05
99659 - Surveying Technician (Instr. Person/ Surveyor Asst./Instr.)	17.16
99660 - Surveying Aide	11.22
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

ATTACHMENT NO. 3

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

ATTACHMENT NO. 3

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees perform any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

ATTACHMENT NO. 3

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated)
dated May, 2004 may be viewed, downloaded and printed from the following weblink:

<http://rcb.cancer.gov/rcb-internet/forms/rcneg.pdf>

Offeror must print and complete this section and submit it with the proposal.

PART IV

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. NOTICE OF COST COMPARISON (NEGOTIATED) (52.207-2)(FEB 1993)

- (a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.
- (b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelop not later than the time set for receipt of initial proposals.
- (c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either paragraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

(i) completion of a public review period of 15 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison

form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of 15 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

- (d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.
- (e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

b. NAICS CODE

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997), FAR Clause 52.219-1.

- (a) The North American Industry Classification System (NAICS) code for this acquisition is 541922.
 - (b) (1) The small business size standard is \$6 million in average receipts over the last 3 years.
 - (c) This requirement is set-aside for small business.
- c. INFORMATION TECHNOLOGY SYSTEMS SECURITY**, is applicable to this solicitation and the following information is provided to supplement this item to assist in proposal preparation.

(a) Sensitivity and Security Level Designations.

The Statement of Work (SOW) requires the successful offeror to develop or access a Federal Automated Information System (AIS). Based upon the security guidelines contained in the *Department of Health and Human Services (DHHS) Automated Information Systems Security Program (AISSP) Handbook*, the Government has determined that the following apply:

(1) Category of Safeguarded Information

The safeguarded agency information that the successful offeror will develop or access is categorized as:

- Non Sensitive Information
- Sensitive Information
- Classified Information:
 - Confidential
 - Secret
 - Top Secret
 - Special Access

(2) Security Level Designations

<http://www.cit.nih.gov/security-policies.html> The information that the successful offeror will develop or access is designated as follows:

Level 5C applies to the sensitivity of the data.

Level 5C applies to the operational criticality of the data.

The overall Security Level designation for this requirement is **Level 5C**.

(3) Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each contractor employee that the successful offeror proposes to work under the contract. For proposal preparation purposes, the following designations apply:

Level 6C: Sensitive - High Risk (Requires Suitability Determination with a BI).

Contractor employees assigned to a Level 6C position are subject to a Background Investigation (BI).

Level 5C: Sensitive - Moderate Risk (Requires Suitability Determination with NACIC).

Contractor employees assigned to a Level 5C position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI).

Level 4C: Classified (Requires Special Access Clearance with an SSBI).
Contractor employees assigned to a Level 4C position are subject to a Single Scope Background Investigation (SSBI).

Level 3C: Classified (Requires Top Secret Clearance with an SSBI).
Contractor employees assigned to a Level 3C position are subject to a Single Scope Background Investigation (SSBI).

[] **Level 2C: Classified (Requires Confidential or Secret Clearance with an LBI).**

Contractor employees assigned to a Level 2C position shall undergo a Limited Background Investigation (LBI).

[] **Level 1C: Non Sensitive (Requires Suitability Determination with an NACI).**

Contractor employees assigned to a Level 1C position are subject to a National Agency Check and Inquiry Investigation (NACI).

Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

(b) **Information Technology (IT) System Security Program**

The offeror's proposal must:

- (2) Include a detailed outline (commensurate with the size and complexity of the requirements of the SOW) of its present and proposed IT systems security program;
- (3) Demonstrate that it complies with the AISSP security requirements, the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems;" and the DHHS AISSP Handbook.

At a minimum, the offeror's proposed information technology systems security program must address the minimum requirements of a **Security Level *** identified in the DHHS AISSP Handbook, [Exhibit III-A, Matrix of Minimum Security Safeguards](#).

- (4) Include an acknowledgment of its understanding of the security requirements.
- (5) Provide similar information for any proposed subcontractor developing or accessing an AIS.

(c) **Required Training for IT Systems Security**

DHHS policy requires that contractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor employee has completed the following NIH Computer Security Awareness Training course prior to performing any contract work: <http://irtsectraining.nih.gov/>. The

contractor will be required to maintain a listing of all individuals who have completed this training and submit this listing to the Government.

Additional security training requirements commensurate with the position may be required as defined in OMB Circular A-130 or NIST Special Publication 800-16, "Information Technology Security Training Requirements." These documents provide information about IT security training that may be useful to potential offerors..

(d) **References**

The following documents are electronically accessible:

- (1) OMB Circular A-130, Appendix III:
<http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>
- (2) DHHS AISSP Handbook:
<http://irm.cit.nih.gov/policy/aissp.html>
- (3) DHHS Personnel Security/Suitability Handbook:
<http://www.hhs.gov/ohr/manual/pssh.pdf>
- (4) NIH Applications/Systems Security Template:
<http://cit.nih.gov/security/secplantemp.html>
- (5) NIST Special Publication 800-16, "Information Technology Security Training Requirements:"
<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
- (6) NIH CIT-Policies, Guidelines and Regulations:
Table 1 - Categories of Safeguarded Agency Information:
<http://irm.cit.nih.gov/security/table1.htm>
Table 2 - Security Level Designations for Agency Information:
<http://irm.cit.nih.gov/security/table2.htm>
Table 3 - Positions Sensitivity Designations for Individuals Accessing Agency Information:
<http://irm.cit.nih.gov/security/table3.htm>

d. **AWARD**

It is anticipated that a single award will be made from this solicitation and that the results of the evaluation and cost comparison will be announced by October 29, 2004.

e. **PREPROPOSAL CONFERENCE**

A pre-proposal conference will be held with prospective offerors on Thursday, July 28, 2004, at 9:00 a.m. at the National Institutes of Health, The Clinical Center, 10 Center Drive, Building 10, Conference Room B2L316, Bethesda, Maryland 20892 for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals.

Prospective Offerors must provide notification of the intent to attend the preproposal conference. The notification must include the name of your organization, primary contact person, the address, telephone number, e-mail address, and the number of representatives from your firm who will attend the conference. Notifications of the intent to attend should be directed to the e-mail address: <zgore@nih.gov> and should be received by 3:00 p.m. local time on Friday, July 23, 2004.

Firms should submit any questions pertaining to this competition by 3:00 p.m. local time on Friday, July 23, 2004.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

Attendees should allow sufficient time to go through the security perimeter checkpoints at the front gate of the NIH and at the entrance of Building 10. To enter the campus, all visitors must present one (1) government-issued phot ID (i.e. Federal employee badge, driver's license, passport, green card, etc.). Visitor vehicles will be inspected at the campus perimeter.

Please note that visitor parking is limited at NIH. Visitors are encouraged to use public transportation such as the Metrorail subway which has a convenient stop (Medical Center) on the NIH campus. Visitors at the NIH Campus Bethesda must park in designated visitor parking lots..

f. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the contract specialist cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this procurement and result in cancellation of the requirement.

h. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated procurement. Prompt written notice will be given to offerors whose proposals have been determined unacceptable and to all offerors following award.

i. **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

j. **SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Henry Dove
Acting Chief, Division of Station Support Acquisitions
Office of Logistics and Acquisition Operations
Office of the Director
6011 Executive Boulevard, Room 529H
Bethesda, Maryland 20892-7902

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

k. **OMB CIRCULAR A-76**

In accordance with OMB Circular A-76 and HHS's General Administration Manual Chapter 18-10, the Government is preparing an estimated cost for the in-house performance of the work required by this solicitation, a process that will take place concurrently with the development of bids/proposals by the private sector. Accordingly, a contract may or may not result from this solicitation, depending on the comparative costs of in-house performance vs. contracted-out performance.

For in-house performance, a contract award will not be made, nor will the solicitation be canceled, for at least twenty (20) working days after publication of the announcement in the FedBizOpps of the results of the cost comparison, to allow for review pursuant to directions contained in the FedBizOpps announcement.

If this solicitation/contract results in the conversion of a function from in-house performance by the Government to contractual performance, there is the possibility that HHS employees consider employment with the contractor. The contractor is required to give these displaced personnel the right of first refusal for employment openings on the

contract, provided that they are qualified for the openings. Utilization of former Government employees by a contractor must be consistent with post-employment conflict of interest standards as set forth in the code of Federal Regulations, Title 5, Part 737.

1. **ORAL PRESENTATIONS**

Oral presentations may or may not be a part of discussions. Oral presentations will be provided as specified in the directions for each proposal volume. Offerors found to be in the competitive range after an initial evaluation may be required to give oral presentations. The oral presentation shall not exceed two (2) hours and will be followed by a one (1) hour question and answer session. Each offeror will be given at least two calendar days notice of the scheduled date for oral presentations.

The Government will permit an offeror to submit a revised proposal. Cost and/or price issues will not be discussed during the oral presentation. The oral presentation and the question and answer session shall constitute discussions.

The offeror's presenter must be from among the offeror's proposed key personnel. The offeror may not use a professional speaker, however individuals proposed as key personnel from a subcontractor may participate. The proposed Project and Deputy Project Manager must attend. The offeror may not send more than five (5) representatives to the oral presentation. The oral presentation shall commence with an introduction by name, position, company affiliation, area of expertise for each key personnel, and role related to their proposal. Introductions will count toward the time limit. If slides are part of the presentation, the offeror shall provide printed copies to the Contracting Officer at the time of the presentation. Slides shall be designated for insertion into the proper Tab by Volume, as detailed in Article L.3. The offeror will videotape their presentation and the follow-on question and answer session and provide a copy of the tape to the Contracting officer at the end of the session.

m. **NOTICE OF SMALL BUSINESS SET-ASIDE** is applicable to this solicitation.

n. **COMPARTATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price. The relative importance of the evaluation factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a fixed-price term type contract will be awarded. Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract.

(2) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043 giving particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment 12 entitled PROPOSAL SUMMARY AND DATA RECORD).

(3) Confidentiality of Proposals

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained in this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(4) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this RFP.

(5) Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(6) **Privacy Act**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Sec. 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 305 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(7) Selection of Offerors

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical evaluation group. The group will evaluate each proposal in strict conformity with the evaluation criteria of the RFP. The group may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussion, including cost, technical approach and contractual terms and conditions. Revised proposals will be requested with the reservation of the right to conduct limited negotiations after revised proposals.
- d. The NIH reserves the right to make a single award or no award at all as a result of this RFP. In addition, the RFP may be amended or canceled as necessary to meet NIH's requirements.

(8) Solicitation Provisions Incorporated by Reference

This Solicitation incorporates the following solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- a) Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991).
- b) Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991).
- c) FAR 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2004)
- d) Alternate I of FAR Clause 52.215-1, Instructions to Offerors - Competitive Acquisition (May 2001)
- e) Solicitation Definitions, 52.215-5 (July 1987)
- f) Unnecessarily Elaborate Proposals or Quotations, 52.215-7 (April 1984)
- g) Amendments to Solicitations, 52.215-8 (December 1989)
- h) Submission of Offers, 52.215-9 (March 1997)
- i) Late Submissions, Modifications, and Withdrawals of Proposals, 52.215-10 (June 1997)
- j) Preparation of Offers, 52.215-13 (April 1984)
- k) Explanation to Prospective Offerors, 52.215-14 (April 1984)
- l) Failure to Submit Offer, 52.215-15 (May 1997)
- m) Contract Award, 52.215-16 (October 1995)
- n) Order of Precedence, 52.215-33 (January 1986)
- o) Notice of Price Evaluation Preference for HUBZone Small Business Concerns, 52.219-4 (Jan 1999)
- p) Preaward On-Site Equal Opportunity Compliance Review (Over \$1,000,000), 52.222-24 (April 1984)

3. SUBMISSION OF PROPOSALS

This section specifies the format that offerors shall use in their proposal. The intent is not to restrict the offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

The offeror shall submit their proposal in volumes subject to the following identification and quantities and submit two (2) CD ROM encompassing all seven volumes. Microsoft programs shall be used and all cost data will be on Excel spreadsheets. (Evaluation Factor reference refers to Section M)

Volume Number and Name	Number of Copies	General Requirements
I – Work Sample Portfolio (Evaluation Factor A)	Original and 10 copies	Comprehensive portfolio of all requirements
II – Personnel (Evaluation Factor B)	Original and 10 copies	Description of proposed positions and additional information for evaluation.
III – Technical Approach (Evaluation Factor C)	Original and 10 copies	Description of proposed approach to perform all requirements described in the RFP.
IV – Management (Evaluation Factor D)	Original and 10 copies	Include all required information for evaluation, excluding any references to pricing.
V - Past Performance (Evaluation Factor E)	Original and 10 copies	Related past performance history and references.
VI – Business (Evaluation Factors F-H)	Original and 10 copies	Complete Cost/Price breakdown with supporting information. Complete Section B.
VII - Representations and Certifications	Original and 3 copies	Completed Representations and Certifications from Section K of the Solicitation.

GENERAL INSTRUCTIONS

The written proposal must be prepared in accordance with the General Instructions, specific volume instructions, as well as with the Performance Work Statement, Section C of this Request for Proposals (RFP).

Each volume shall be separate and complete documents in order that evaluation of each may be accomplished independently of, or concurrently with, evaluation of the other. **Volumes I – IV shall not include any information concerning cost/prices, i.e., unit prices, individual salary information, material cost, burden rates, profit amounts or total cost/price.**

These instructions establish the acceptable minimum requirements for the format and content of proposals. Offerors shall direct all communications to the attention of the Contracting Officer cited on the face page of the solicitation. Communication with other NIH personnel may constitute improper actions.

Due to the critical nature of the requirements, the use of tradeoff source selection, and the desire for innovative approaches, page limitations are not applied to this proposal. However, evaluation of all volumes will consider the use and effectiveness of clear, compliant communication in as few pages as possible.

The following format is requested whenever possible. Pages shall have one inch margins on all four sides. Text shall be in Arial or Times New Roman font of size 12 with single space between lines. Text pages should use portrait orientation. Page formatting can alter for illustrations and tables but must be easily readable. The Contractor shall number each page. Volumes require specific organization of material behind required tabs. Required forms may use landscape orientation.

Each volume is required to have a volume cover that states the name of the offeror, the solicitation title and number, the date of submission and the volume number and title. Each volume shall include a table of contents that enhances the location of required data. Each volume is required to have the same cover page after the table of contents. The cover page shall state the: (1) name, address, point of contact, phone number, fax number, email, and website of the offeror; (2) name, address, point of contact, phone number, fax number, email, and website of each member of a joint venture or a subcontractor; (3) name, address, phone number, fax number, and email of key personnel whose experience is included in the past performance documentation.

VOLUME I – WORK SAMPLE PORTFOLIO (Evaluation Factor A)

Offerors must submit a portfolio of work samples verifying competency in each of the requirements listed below. Certain categories of requirements are subdivided into three sub-categories that correspond to levels of effort.

Each sample shall be identified by a reference number. Offerors shall submit the following information for all samples.

- Reference to Past Performance qualification in Volume V
- Name of primary personnel in original performance of development of the sample (and when appropriate, reference to Volume II for additional information on the personnel)
- Client for which the sample was developed
- Date for delivery of the sample to the client
- Quality Standards applied to the Sample (or N/A)
- Timeliness Standards applied to the Sample (or N/A)
- Other Conditions of Performance relative to NIH requirements (or N/A)

It is recognized that some samples can not be included in a bound volume. All samples will be delivered with the proposal in a manner that clearly identifies the appropriate Tab and increases the ease for evaluation.

This volume shall be organized as follows:

- **Cover**
- **Table of Contents**
- **Cover Page**

Tab 1.1 Medical Illustration Offerors shall submit at least one sample representing each of the following types of two-dimensional medical illustrations:

Two-dimensional illustration – Level 1: Basic

Two-dimensional illustration – Level 2: Intermediate

Two-dimensional illustration – Level 3: Complex

Two-dimensional illustration – Level 1: Basic (*Simple flat color or black and white rendering of basic anatomic or physiological topics*)

Two-dimensional illustration – Level 2: Intermediate (*Fully rendered color or tone of common anatomy or simple physiological topics; one or two images or objects in illustrated plate*)

Two-dimensional illustration – Level 3: Complex (*Fully rendered color or tone of obscure or large areas of anatomy; complex surgical procedures, multi-stepped or newly discovered physiological topics*)

Offerors shall submit at least two samples representing two levels of the following types of three-dimensional medical illustrations:

Three -dimensional illustration – Level 1: Basic

Three -dimensional illustration – Level 2: Intermediate

Three -dimensional illustration – Level 3: Complex

Three-dimensional illustration – Level 1: Basic (*Rendered file from previously created 3D model. Minimal or no post-production*)

Three-dimensional illustration – Level 2: Intermediate (*Creation of simple 3D model; import or translation of molecular data; moderate texture creation; few models in scene; moderate post-production*)

Three-dimensional illustration – Level 3: Complex (*Creation of complex and/or high-resolution 3D models; extensive texture creation and placement; placement of many models within scene, extensive post-production*)

Tab 1.2 Medical Animation Offerors shall submit at least one sample representing each of the following types of medical animations:

Two-dimensional medical animation – Level 1: Basic
Two-dimensional medical animation – Level 2: Intermediate
Two-dimensional medical animation – Level 3: Complex

Two-dimensional animation – Level 1: Basic (*Simple flat color with basic movements and no interaction between elements; simple movement with previously created artwork*)

Two-dimensional animation – Level 2: Intermediate (*Modeled color; moderate interaction between elements; moderate number of elements; simple morphing of objects*)

Two-dimensional animation – Level 3: Complex (*Fully rendered color; integration of other media such as sound or video; complex morphing; obscure anatomy or complex/multi-stepped surgical procedures; post production*)

Three-dimensional medical animation – Level 1: Basic
Three-dimensional medical animation – Level 2: Intermediate
Three-dimensional medical animation – Level 3: Complex

Three-dimensional animation – Level 1: Basic (*Simple movement from previously created 3D model. No post-production*)

Three-dimensional animation – Level 2: Intermediate (*Moderate movement or simple interaction; creation of simple 3D model; import or translation of molecular data; moderate texture creation; few models in scene; simple post-production*)

Three-dimensional animation – Level 3: Complex (*Complex movements or interactions between elements; creation of complex and/or high-resolution 3D models; extensive texture creation and placement; placement of many models within scene, moderate to extensive post-production*)

Tab 1.3 Non-Medical Illustration Offerors shall submit at least one sample representing each of the following types of non-medical illustrations:

Non-medical illustration – Level 1: Basic (i.e. a diagram or technical drawing of a scientific device or procedure in black and white)

Non-medical illustration – Level 2: Intermediate (i.e. a portrait of a speaker created from photographic reference rendered in black and white or color)

Non-medical illustration – Level 3: Complex (i.e. an editorial interpretation of an abstract biomedical subject)

Tab 1.4 Scientific Poster Sessions Offerors shall submit at least one sample representing a typical scientific poster session measuring approximately 4'-0" high by 6'-0" wide

Tab 1.5 Posters, and Publications. Offerors shall submit samples representing a range of materials that incorporates complex subject matter (biomedical research) and reduces it to imagery and text that communicates the complex idea to various audiences: researchers and the general public.

Tab 1.6 Signage Offerors shall submit samples representing

Level 1 Basic
9x9 inch Room sign
Signage requirements matching existing signage on site in office/institute/medical facility.

Level 2 Intermediate
9x9 inch room signage w/ multiple levels of information such as institute, institute logo, occupant name/title.
Signage design of new signage style unique to identify office/institute/medical facility.
Must incorporate ADA/UFAS standards.

Level 3 Complex
Signage design multi faceted interior as well as exterior way-finding system and room identification used in medical facility as well as business office environments, construction, and transit related signage

Large panel signage w/ multiple levels of information such as institute, institute logo, occupant name/title designed in a coordinated system with directories, smaller room signage individual cubicle signage.

May require elements such as electronic computer wayfinding system, digital letter directory boards, and monitor way finding systems and multi building campus and off campus directional systems.

Exterior signage requirements must meet ADA/UFAS standards and extended life.

Tab 1.7 Event Items Offerors shall submit samples representing a range of materials that typically are given away at conferences and other events such as: Event posters, flyers, programs, invitations and tent cards.

Tab 1.8 Presentation Posters Offerors shall submit samples representing a range of materials that incorporates complex subject matter (biomedical research) and reduces it to imagery and text that communicates the complex idea to various audiences: researchers and the general public.

Tab 1.9 Promotional Items Offerors shall submit samples representing promotional items such as but not limited to: logos, and logotypes.

Tab 1.10 Web page Design Offerors shall submit samples representing an expert understanding of the graphic design process. Samples submitted shall demonstrate consultation and collaboration with the requester to define the audience characteristics.

Tab 1.11 Complex Multi-Media Presentations Offerors shall submit samples representing presentations that incorporate several media to enhance communication of a complex concept for example biomedical research. Samples should incorporate the use of graphics, medical illustration/animation and video.

Tab 1.12 Exhibits/ Interpretive Offerors shall submit samples representing medical related imagery incorporated in visual presentation as it may be applied to Permanent and Portable uses

Level 1 – Basic. Foam core mounted solution similar to scientific poster session which varies in size up to 4 x 8 feet.

Level 2 – Intermediate.

Design of exhibit style unique to identify office/institute/ center/organization/medical facility mission/message. Must incorporate identity standards of each organization and department regulations.

Level 3 - Complex.

Design of exhibit style unique to identify office/institute/center/organization/medical facility mission/message. Must incorporate identity standards of each organization and department regulations. Space planning for multiple uses within allotted footage. For example: conference/meeting area, distribution of literature and advertising specialties. Must fulfill client requirements to provide visitor expected message. Must relay basic information to visitor in brief amount of time. What is basic message, appeal/relate to focus group, and more detailed information to the specific audience as needed.

May require elements such as electronic computer system providing power point presentation, websites to Multi-Media/DVD presentations. These components are to be visually integrated esthetically incorporating into the main graphic intention of exhibit and into special environmental arrangements in a medical related area of interest.

May require interpretive planning for large museum spaces or hallway or corridor areas.

Requires meeting ADA/UFAS standards and Section 508 compliance regulations.

Tab 1.13 Exhibits/ Conventions Offerors shall submit samples representing medical related imagery incorporated in visual presentation as it may be applied to Portable uses. See 1.12 Design Exhibits for design requirements.

Level 1 Basic
Poster/banner type roll up into a plastic tube.

Level 2 Intermediate
10 foot pop-up 4 panel portable exhibit.

Level 3 Complex
Design using of portable exhibit products of either pop-up and/or hard-panel exhibit fabrication techniques as well as additional banners, counters, and cases. Space planning is required for multiple uses within allotted footage for portable uses such as conventions. For example: conference/meeting area, distribution of literature and advertising specialties. Must fulfill client requirements to provide visitor expected message. Must relay basic information to visitor in brief amount of time. What is basic message, appeal/relate to focus group, and more detailed information to the specific audience as needed.

May require elements such as electronic computer system providing power point presentation, websites to Multi-Media/DVD presentations. These components are to be visually integrated esthetically incorporating into the main graphic intention of exhibit and into special environmental arrangements in a medical related area of interest.

Requires meeting ADA/UFAS standards and Section 508 compliance regulations

Tab 1.14 Advertising Specialties/ Layout Designs Offerors shall submit samples representing Medical related imagery incorporated in visual presentation may be incorporated into specialty item.

Level 1 Basic
Lanyard w/ 1 color imprint.

Level 2 Intermediate
Mug w/ graphic and short message or identity element selected from various style type hardware items. Usually 1-2 color imprint.

Design of specialty item style should be unique to identify office/institute/center/organization/medical facility mission/message. Should incorporate identity standards of each organization and department regulations.

Level 3 Complex

Custom presentation item created with multiple materials, medallion, coordinated pen and pen box, not necessarily off-the-shelf.

Design of specialty item style should be unique to identify office/institute/center/organization/medical facility mission/message. Should incorporate identity standards of each organization and department regulations.

Tab 1.15 Awards Offerors shall submit samples representing a wide range of original awards to include: plaques, certificates and unique awards such as engraved custom produced crystal and acrylics.

Tab 1.16 Mattes and Frames

Offerors shall submit at least one photograph of a finished product representing each of the following sub-categories of finished mounted, matted and framed products.

Level 1: Basic (i.e. similar to an unframed, flush-mounted, un-matted image; note how warping is prevented in the final product)

Level 2: Intermediate (i.e. similar to a black metal framed image matted with a contrasting gray)

Level 3: Custom (i.e. high-quality wooden or metal framed image with harmonious color double matte or matte with liner)

Tab 1.17 Digital Output Offerors shall submit evidence that demonstrates the offerors capability to produce high-quality digital output in each category required in Section C.

Tab 1.18 Photo Microscopy and Electron Microscopy Offerors should submit at least one sample representing: Bright field illumination, Dark field illumination, Phase Contrast illumination, Differential illumination, Fluorescent illumination, Polarized light and polarized epi illumination, Hoffman modulated contrast illumination

Tab 1.19 Photo Macroscopy Offerors shall submit at least one sample representing :Light and dark field illumination (1x-30x magnify), Electrophoresis gels, Blots, X-Rays, Ultraviolet photography, Animal and animal surgeries, Gross specimen, Tissue slides, Glassware, Test tube (s), Petri dishes, Immunotiffusion plates, Stained plates (96 well plates, twelve well plates), Embryos, Instruments

Tab 1.20 Patient Photography Offerors shall submit at least one sample representing each of the following patient views:

Offerors shall submit at least one sample representing each of the following sub-categories of patient views: Full-length, Upper-half length, Lower-half length, Torso, Back, Upper legs, Lower legs, Forearm, and Fingers, hand, Head and neck, Both hands and wrists, Pelvis, Buttocks, Shoulder, Both Feet, Knees, Face, Axilla, Breast, Hair, Hand, Foot, Neck, Knee, Nail fold capillaries, Nails, Single nail, Elbow, Forehand, Both Eyes, Cheek, Perineum, Ear, Nose, Orbital region, Teeth, Nipple, Skin, Single eye, Skin close-ups, Ultraviolet photography,

reconstructive surgery photography, Surgical photography, children/pediatrics photography, Dental intra-oral photography.

Tab 1.21 Animal Photography Offerors shall submit samples representing Fish, Reptiles, Amphibians, Primate/Monkey, Rodents/

Tab 1.22 Public Affairs Photography Offeror should submit at least one sample representing: Portrait both Environmental and Studio, Print Media; Sample of photography used in print media (publication). Architectural; Interior and Exterior. Studio Photography; Food (photography of food good enough to eat) and Table top photography. Lecture, Meeting, Ceremony; Awards Ceremony; Presentation of Awards, Groups of Awardees. Tour; Photography of walking tour of research and facility environment with Patients and Staff interaction. Small group photography: 2-99, large group: 100+.

Tab 1.23 Aerial Photography Offerors shall submit samples representing oblique aerial color photography.

Tab 1.24 Video Production- Offerors shall submit at least one sample representing each of the following types of videography:

Studio production Multi-camera Live broadcast
Field production (EFP & ENG)- Multi Camera live broadcast
Full length documentaries
Video news releases (VNR's)
Press conferences
Live news cut-in
White House event
Promotional 3-5 minute
Training videos
Scientific lecture
Scientific vignette

Tab 1.24B Offerors shall submit also evidence such as experience that demonstrates proficiency (specifically knowledge, skills and abilities) in the use of each of the following types of distribution vehicles:

Satellite uplink- submit one uplink
Downlink-submit one example
Fiber optic transmission-submit one example
Web casting-submit one example
Videoconferencing Point-Point and multipoint (T1, ISDN, and IP) -submit one example
Closed Circuit TV (CCTV) -submit one example

VOLUME II – PERSONNEL (EVALUATION FACTOR B)

This volume shall be organized as follows:

- **Cover**
- **Table of Contents**
- **Cover Page**

- **Tab 2.1 – Staffing Chart**

Offerors shall complete form II-1.

NOTE: It is anticipated that worksheets and data bases may be used to develop the five required forms. The forms may be reformatted for headers and footers and to be printed from spreadsheets and databases in landscape or portrait orientation. The forms are not limited in number of pages, but are limited to the exact, required data.

- **Tab 2.2 – Productivity Factors**

Offerors shall complete form II-2.

- **Tab 2.3 – Staffing Realism**

Offerors shall complete form II-3.

- **Tab 2.4 – Work Schedules**

Offerors shall complete form II-5.

- **Tab 2.5 - Position Descriptions**

Offerors shall complete form II-4 for all proposed positions, highlighting how all personnel requirements are met or exceeded.

- **Tab 2.6 – Key Personnel Resumes**

Offerors shall complete form II-6 for proposed Key Management Personnel and Key Personnel that are used to demonstrate past performance for new firms.

Form II-1

Staffing Chart

Ref	Organization	Position Title	Full Time Hours	Part Time Hours	Overtime Hours	Supervisor Ref	Company

Key:

- Ref: Number to be used on Personnel Forms.
- Organization: Title or Code from Volume IV, Tab 1, Organization Chart
- Position Title: As required to implement the technical Approach in Volume III
- Full Time Hours: Proposed
- Part Time Hours: Proposed
- Overtime Hours: Proposed
- Supervisor Ref: The Reference number of the supervisory position
- Company: The firm that is proposed to provide the position. Show one row for each company per position title to reflect the number of proposed positions.

**Form II-2
Productivity Factors**

Ref	Organization	Position Title (s)	Proposed Hours	Workload	Units	Productivity Factor	Past Performance Reference

Key:

Ref: From Form II-1

Organization: From Form II-1

Position Title: From Form II-1

Proposed Hours: The total number of hours proposed by organization by Position Title, from Form II-1

Workload: The workload count from the PWS that was used to determine the number of required hours

Unit: The nomenclature for the workload (i.e. number of occurrences, etc.)

Productivity Factor: The workload divided by the proposed hours, equaling the number of units produced per hour

Past Performance Reference: Reference number from form V-1 where similar productivity factors have been achieved and can be verified by government representatives

(This form is not limited in number of pages, but is limited to the exact, required data)

(This form may be reformatted to show multiple workload indicators per position, if applicable)

(This form may be reformatted for headers and footers and to be printed from spreadsheets and databases)

Form II-3
Staffing Realism

<u>Organization/ Labor Category</u>	<u>Proposed Positions</u>	<u>Current Number of Personnel</u>	<u>Number of Personnel in Labor Category in last 12 months</u>	<u>Range of Actual Salary as % of Proposed Salary</u>	<u>Number of Current Personnel whose actual salary is within 10% of Proposed Salary</u>	<u>Ratio 1</u>	<u>Ratio 2</u>	<u>Ratio 3</u>	<u>Ratio 4</u>

Definitions:

1. **Organization/Labor Category** – From Form II-1
2. **Proposed Positions** – From Form II-1
3. **Current Number of Personnel** - The number of personnel currently employed by the company in each labor category.
4. **Number of Personnel in Labor Category in last 12 Months** - The number of personnel that have been hired by the company in each labor category in the past 12 months.
5. **Range of Actual Salary as % of Proposed Salary** - Derived by identifying the direct salary of all personnel hired by the company in each labor category in the past 12 months. The highest and the lowest salaries are then identified and divided by the proposed salary for each labor category. For example, the proposed direct labor rate is \$10 per hour, the highest and lowest actual direct salary over the last 12 months is \$20 and \$10 per hour, therefore, the range entered for that labor category would be 100% to 200%.
6. **Number of Current Personnel whose actual salary is within 10% of the Proposed Salary** - For example, using the information from above, the offeror would count the number of current personnel in the example labor category that has a direct salary of \$9.90 to \$10.10.
7. **Ratio 1** – Column 2 divided by Column 3
8. **Ratio 2** – Column 3 divided by Column 4
9. **Ratio 3** – Column 2 divided by Column 6
10. **Ratio 4** – Column 3 divided by Column 6

All offerors are reminded that the backup financial data for this form is required as part of the cost proposal. This form should be completed for each member firm associated with the offeror, and then one summary form should be prepared based on the individual forms. It is recognized that some very large organizations may have difficulties in compiling this information for the total company. Such organizations may choose to limit the information to a specific subsection of the company. This is allowed, if it is clearly noted as a footnote to the Form. Each Offeror may choose how best to demonstrate that their proposal is realistic in terms of experience in hiring applicable positions at the proposed rates.

(This form is not limited in number of pages, but is limited to the exact, required data)

(This form may be reformatted for headers and footers and to be printed from spreadsheets and databases)

Form II-4*Work Schedules*

Ref	Organization	Position Title	Normal Work Schedule

Key:

Ref: From Form II-1

Organization: From Form II-1

Position Title: From Form III-1

Normal Work Schedule: Scheduled starting and stopping for regular shifts, on applicable days, that demonstrates an understanding of NIH work schedule and the need to minimize disruption to mission requirements.

(This form is not limited in number of pages, but is limited to the exact, required data)

(This form may be reformatted for headers and footers and to be printed from spreadsheets and databases)

Form II-5
Positions Descriptions

Labor Category

___ Current or ___ Proposal Specific Position Description

Date Prepared: _____

Approving official: Name: _____ Signature: _____
Title: _____

Minimum Years Experience:

Minimum Educational Requirements:

Experience Substitution for Education (if allowed):

Duties:

Abilities/Skills/Knowledge Required by the Position:

Supervisory Controls:

Guidelines:

(The number of forms is NOT limited. Each form is limited to two pages)

Form II-6
Key Personnel Resume

Name, Labor Category

Employment Status (Current, Contingent, etc.) and Employer

Years of Professional Experience:

Years in proposed labor category:

Highest degree earned: Discipline: Date earned:

I certify the accuracy, currency, and completeness of this resume:

Signature _____ Date _____

EMPLOYMENT HISTORY: (list in chronological order by employer, use multiple listings if different positions were worked for the same employer)

Current Employer, Dates of Employment, Current Position Title

List relevant duties, accomplishments and productivity factors achieved.

Additional Employers, Dates of Employment, Position Title

List relevant duties, accomplishments and productivity factors achieved.

Repeat format as required

EDUCATION:

List degree, discipline, date, school

List other relevant training by title, date and school

OTHER INFORMATION: (use this header only as required)

List any other relevant information (i.e. membership in organizations, additional skills not covered above, etc.)

This form may not exceed two pages in length per resume.

VOLUME III – TECHNICAL APPROACH (EVALUATION FACTOR C)

The Technical volume shall be organized as follows:

- **Cover**
- **Table of Contents**
- **Cover Page**

- **Tab 3.1 - Organization Chart** (no page limitation, but content is limited to the following)

The offeror shall provide an organizational chart that illustrates the proposed structure to accomplish all requirements at all locations. The organization chart shall specify all positions detailed in Volume II, Personnel.

- **Tab 3.2 - Introduction to the Technical Approach**
- **Tab 3.3 – Customer Service for all RFP requirements**
- **Tab 3.4 - C.5.1**
- **Tab 3.5 - C.5.2**
- **Tab 3.6- C.5.3**
- **Tab 3.N - Other RFP Technical Requirements**

- **Tab 3.N – Phase-in Plan.** Describe in detail a five (5) month Phase-in Plan that clearly describe the procedures for assuming responsibility for the PWS. Include training requirements, schedules, compliance with Section C-3, and detail every hour of proposed government assistance as completely as possible. Although difficult, this last element is considered a primary indicator of the offeror understands of the NIH requirements.

The technical approach shall be sufficiently specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of all RFP technical requirements. The technical proposal shall contain sufficient detail to indicate the proposed means for complying with the Performance Work Statement and shall include a complete explanation of the techniques and procedures to be utilized. A Standard Operating Procedure format is desired, but not mandatory. Include receipt of input; process for performance; quality, timelines, and productivity standards for output; and proposed process improvements for each of the requirements. Describe how policies, procedures, and practices will preserve Government property and equipment and minimize life cycle costs. Explain specific approaches from Federal, state, local and commercial work that will be used.

- **Tab 3.N – Additional Considerations**

The offeror will address the following elements of the Technical Approach:

- Regular schedules for performance
- Ability to respond to emergencies
- Ability to respond to weekend and after hour requirements
- Effective ability to respond to peak workload
- Efficient ability to respond to workload “valleys”
- Coordination with Institutes and Centers

The offeror will identify the sites and square footage of the space they propose to use to perform this contract. The economic use of space is an indicator to the government of how the offeror manages costs.

VOLUME IV – MANAGEMENT APPROACH (EVALUATION FACTOR D)

The Management volume shall be organized as follows:

Cover
Table of Contents
Cover Page

- **Tab 4.1 – Personnel Management**

The offeror shall address the following elements of personnel management:

- The ability to hire and retain personnel qualifying for the Position Descriptions at the rates proposed. Discuss historical experience in hiring, managing, and replacement of personnel in each labor category and pay range, and historical and anticipated turnover rates. Do not reveal actual hourly rates proposed, use percentage relationships between actual rates and proposed rates.
- The supervisor to worker ratios and explain the adequacy of management and supervision.
- Recruitment of Personnel and the plan that demonstrates the ability to provide and maintain the required skills, training, qualification, and certification necessary to perform the PWS.
- Initial training of personnel, retraining and training for new requirements and systems.
- Impact on hiring in consideration of HHS policy that all affected personnel will have a government job offer in the event of a conversion to contract.

Tab 4.2 - Management Plan Examples

Provide specific applications of management plan highlights for the technical approach that compliments the staffing plan. Include consideration of:

Deleted: to

1. Managing the size, scope and locations of all the requirements set forth in the RFP
2. Managing the complexities of the functions set forth in the PWS
3. Reducing turn-over
4. Implementing the Training Plan
5. Efficiencies to be achieved
6. Work-in-process management approaches
7. Tracking measures
8. Performance appraisal techniques
9. The authority to respond to the contract requirements and to assume and manage risk
10. Task management
11. Out-year transitions
12. Contract termination transition
13. Management of labor relations
14. Management of Government furnished property and equipment
15. Subcontract Management
16. Interface with the Project Officer and Contracting Officer in order to meet contract requirements and achieve program goals

Tab 4.3 - Quality Control Plan (Text is unlimited and shall become part of the terms and conditions of the contract)

The Offeror shall provide a specific Quality Control Plan that is applicable to this contract, in consideration of all requirements at all locations. The Plan shall be written so that it can be implemented during transition and be fully implemented on the first day of full performance. General statements, marketing materials and references to corporate philosophy are not considered appropriate.

Tab 4.4 - Conflict of Interest Plan

The Offeror shall demonstrate how Organizational Conflicts of Interest will be prohibited throughout performance. The offeror shall fully disclose all current business relationships that could create an appearance of conflict of interest in performing this contract.

VOLUME V - PAST PERFORMANCE

The Past Performance volume shall be organized as follows:

Cover
Table of Contents

Cover Page

Past Performance is preferred from firms proposed as prime and subcontractors or as joint venture members. Large firms may submit past performance data only for the specific part of the firm submitting the offer. If required to demonstrate adequate past performance, new firms/ventures may submit past performance for personnel designated as key personnel. This combination of firms and personnel (as required) is referred to below as “team members.”

Tab 5.1 - Written Consent of Team Members (No limitations on number. Letters shall not exceed one page and will be reviewed only for consent.)

The offeror shall provide written consent, on letterhead stationary (or equivalent), from each proposed team member, (1) allowing the Government to discuss that team member’s proposal information with the offeror, and (2) allowing the Government to discuss that team member’s past performance directly without contacting the offeror.

Tab 5.2 - Relevant Contracts. (NO Limitation on number of references)

The offeror shall complete form V-1 for all relevant contracts. Past performance data is required for all proposed team members.

Information must be provided on **all** Federal contracts for MVA program support and related services that: (i) were awarded within three years prior to the closing date of this solicitation, or (ii) awarded more than three years ago, but completed within one year of the closing of this solicitation, and/or (iii) on-going contracts. The exclusion of any contracts meeting these time frames may be grounds for a marginal or poor evaluation. State and local Government contracts and/or commercial contracts may be included if the Federal Government contracts do not demonstrate adequate relevant experience in all phases of this project.

The Government will provide a standard questionnaire to references included on Form V-1 and to other persons knowledgeable of the offeror’s performance. The Government reserves the right to determine to whom and for which contracts questionnaires will be sent to ensure that a fair sampling of past performance is considered.

The offeror is reminded that both data submitted by the offeror and data independently obtained by the Government may be used to evaluate the offeror’s past performance as the basis to determine performance risk. Since the Government may not contact all of the references provided by the offeror, it is incumbent upon the offeror to fully explain the relevance of the data provided and to ensure that the data is current, accurate, and complete. The Government does not assume the duty to search for clarifications or cure problems it finds in the proposal. Proposals that do not contain the requested information, or are not in the format above, may risk not receiving credit for aspects of their past performance which may improve their performance risk rating.

Tab 5.3 – Relevant Performance

The offeror shall complete form V-2 for all references from form V-1.

**Form V-1
Past Performance**

(Page 1 – it is anticipated that the following information can fit on one page. The information can go to an additional page only when the exact, required information is in excess of one page)

1. Reference No: (for reference to Form V-2, and II-1)
2. Contract/Program Name: (for reference to Form V-2)
3. Firm or Key Personnel that performed the work:
4. Cage Code:
5. Client: (From Department to specific organization supported)
6. Contract Type:
7. Date Awarded:
8. Original Award Price/Cost:
9. Final Price/Cost: (or Price/Cost to date, notate which is shown)
10. Original base period completion date:
11. Option periods exercised and completion periods:
12. Option periods available but not exercised:
13. Procuring Contracting Officer name, address, telephone, and email:
14. Administrative Contracting Officer name, address, telephone, and email:
15. Technical or Contracting Officer's Representative name, address, telephone and email:
16. Other Significant POC's name, address, telephone and email:
17. Location(s) of Performance:

(Page 2 – The following should start on page 2 of the form and may NOT exceed a single page)

1. NIH requirements performed within scope of this past performance:
2. Statement of Relevancy: (explanation of specific relevancy in terms of scope, size, requirements, technical approach, standards, workload, management, positions, locations, problems encountered and lessons learned)

(This 2-page form may be reformatted for headers and footers. The page format and text format shall meet the requirements stated above)

(This form may be reformatted for headers and footers and required rows. The page format and text format shall meet the requirements stated above)

VOLUME VI – BUSINESS PROPOSAL (PRICE/COST EVALUATION AND EVALUATION FACTORS F-H)

The Business Proposal shall be organized as follows:

Cover
Table of Contents
Cover Page

This volume shall be specific, complete in every detail and separate from your technical proposal and comply with the content for each section as listed below and shall include completion of Section B of this RFP.

Tab 6.1 - Section B

The Offeror shall insert the completed Section B.

Tab 6.2 - Price/Cost Proposal

Cost or Pricing Data or Information Other than Cost and Pricing Data refers to the portion of the offeror's submission which is factual. The requirement for cost or pricing data is satisfied when all facts reasonably available to the contractor up to the time of agreement on cost/price, and which might reasonably be expected to affect the price negotiations, are accurately disclosed to the Contracting Officer. See FAR 15.403 to determine the necessity for Cost and Pricing Data.

Offerors must submit, as a minimum, cost proposals fully supported by information adequate to establish the reasonableness of the proposed amount. If cost or pricing data is necessary, it should be in the format indicated in Table 15-2 of FAR 15.408. This table shall also be used to present information other than Cost or Pricing Data. A detailed breakdown of estimated costs by phase, segment, or year must be submitted. For each separate cost estimate or line item, the offeror must furnish a breakdown by cost elements as indicated in Table 15-2. In addition, summary total amounts shall be furnished for the following cost elements as appropriate for the offeror's cost proposal.

1. Direct Materials
Proposals should separately show any major items (those representing \$2,000 or 10% of the direct materials cost, whichever is lower) of direct materials and their estimated costs. It should also show the basis for the estimate, e.g.; competitive bids, catalog prices or vendor quotations which are the basis for the proposal, and name of proposed vendors.
2. Direct Labor

Provide schedules indicating types or categories of labor, together with manhours. If you use anything other than actual hours, state the basis of the full-time equivalency, i.e., 2,000 hours, 2080 hours, etc. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percentage) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or amid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. The offerors are permitted to use the Staffing Plan as a basis for building this schedule.

3. Subcontracted Effort

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

4. Overhead, General and Administrative Expense

Unless your proposed burden rate(s) has recently been accepted by an agency of the U.S. Government, detailed projected estimates of the various items which are included in the total overhead pools are required. These projected estimates should be based upon past actuals as well as upon the planned mode and level of operation during the period in which effort is to be expended under the subject contract. These estimates should take into consideration all operating changes. Details of cost incurred in the previous fiscal year and current year to date should also be presented. If you have an approved indirect cost rate agreement, it is recommended that you attached a copy of the agreement to your proposal.

5. Special Equipment

If special purpose equipment is being proposed, provide a description of the items, details of the proposed cost including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (See the paragraphs below of this section for policy on equipment.). If fabrication by the prime contract is contemplated, include details of material, labor and overhead.

6. Consultant Service

Consultant service should be explained by indicating the specific area in which such service is to be used. Identify the contemplated consultants. State the number of days of such service estimated to be required and the consultant's quoted rate per day, and indicate the number of hours per day

in which work will be performed. State whether the consultant has received the proposed rate in performing similar services for other contractors.

7. Other Direct Costs

Special direct taxes, such as Federal excise, state franchise or personal property taxes, directly applicable to this procurement should be identified, including basis of recovery. Taxes from which exemptions are available to the contractor directly, or afforded the Government when the procuring agency makes available a certificate of exemption, should not be included in the cost proposal.

When the costs of materials for publication of reports required under the contract are included in your proposal, indicate the approximate total number of pages contemplated in the reports.

The cost of computer time should be supported. Explain what is included in the rate.

While the above are representative of other direct costs, they are not intended to be all-inclusive of the items which may be contained in your cost proposal.

9. Fee

Offerors shall identify a base fee.

10. Monthly Deductions

For the tasks listed in Schedule 1 of Section B -1, offerors must propose a monthly deduction for each of the performance standards in Section C for failure to meet Acceptable Quality Levels . Offeror's proposed deductions may be negotiated during evaluation. Deductions will be taken from the fixed price portion of the contract only.

Tab 6.3 - Cost Realism

The offerer shall document:

- (1) The realism of the proposed cost to the requirements (by the five major requirements)
- (2) The realism of the proposed costs compared to the proposed technical approach and staffing (by the three major requirements by location, with specific attention to the ability to staff the position descriptions at the proposed rates)
- (3) The realism of proposed costs to current business practices
- (4) The history of cost realism in regard to proposed cost compared to actual billed cost on past performance

Tab 6.4 - Business Capacity

The offeror shall use numbers, percentages and ratios to document:

- (1) Current capacity in terms of available funding and personnel
- (2) Available capacity in terms of additional funds and personnel readily available to the offeror
- (3) The adequacy of the current and available capacity in relationship to the requirements of this contract
- (4) The realism of the offer to initiate and maintain performance from a Business Capacity perspective

VOLUME VII – REPRESENTATIONS AND CERTIFICATIONS

Provide the requirements identified in Section K, including signatures, representations, certifications, amendments, and other official documents.

Article L.4, INCENTIVES

In addition to the period of performance of the base year and four options years, the Service Provider may earn extensions (hereinafter call “award terms”) up to three additional years for a high performing organization that continued cost savings justifies the extension based upon the quality of performance during the specified evaluation periods. The evaluation periods and methods of evaluation are explained in the Quality Assurance Surveillance Plan (QASP). Award term extensions will not be granted if there is not a bona fide continued need for the services provided.

The Service Provider’s performance will be evaluated in accordance with the QASP. The plan may be changed at any time during the agreement between the Service Provider and the Government.

<END OF CLAUSE>

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M
EVALUATION FACTORS FOR AWARD

ARTICLE M.1. GENERAL

The Government intends to select a offeror with the technical and managerial expertise necessary to successfully provide the overall requirements described in the Performance Work Statement (PWS) on an on-going basis, and which possesses a history of satisfactory past performance of providing such products and services at realistic, fair and reasonable costs/prices. The Government's objective is to minimize cost/price and performance risk for these services.

The term "offeror" is used to describe commercial offerors, the Agency Tender, and reimbursable public tenders that may propose in accordance with OMB Circular A-76 (A-76). The term "contract" is used to describe a commercial contract, reimbursable agreement, or a letter of obligation, which may be awarded in accordance with A-76. The A-76 Tradeoff Source Selection Process has been approved for this acquisition and follows FAR subpart 15.101-1. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Offerors merely proposing to provide a service in accordance with the solicitation document will not be eligible for award. The proposal must include a comprehensive plan for meeting the needs of the Government, addressing each of the requirements of the RFP, and explaining the proposed technical/managerial approach to be used.

ARTICLE M.2. BUSINESS EVALUATION

To be considered compliant to this solicitation, the offeror shall offer for all items listed in Section B for the basic contract period and each separate option period.

ARTICLE M.3. EVALUATION AND AWARD CRITERIA

This evaluation will be based upon the completeness and thoroughness of the proposal submitted. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement.

Evaluation factors A through D will be weighted as indicated in establishing a numerical rating for all technical proposals submitted. Evaluation factors E through H will be scored using adjectives. The importance of each evaluation factor E through H will be individually assigned in consideration of the importance to the specific proposal. The Contracting Officer shall make his/her award decision based upon the best value to the Government as defined in FAR 2.101.

The following technical factors will be used for consideration of award.

Evaluation Factor A: Work Samples

Weight 45%

The Government will evaluate complete portfolios required in Section L for the degree to which they provide assurance that the offeror will meet or exceed all solicitation requirements. Incomplete portfolios will be evaluated and scored appropriately.

The nature and content of the offerors work samples, their importance, and the potential for risk error will also be considered. The explanation of the standards and conditions of performance associated with each sample will also affect consideration of the samples.

Evaluation Factor B: Personnel Experience and Qualifications

Weight 20%

The government will evaluate proposed personnel data as required in Section L Volume II. Incomplete skills matrix (those that do not meet the requirements for each labor category) will be evaluated for technical merit and scored accordingly.

Evaluation Factor C: Technical Approach

Weight 20%

The Government will evaluate the technical approach of the Offerors ability to fulfill all RFP requirements and clearly demonstrate comprehension and awareness of the contract objectives. The most important element of this factor is the Offerors ability to achieve the desired level of customer service and satisfaction.

Evaluation Factor D: Management Approach

Weight 15%

The Government will evaluate Offerors management approach that provides the best opportunity that the Offeror will meet or exceed all solicitation requirements. Each segment of the approach required by Section L will be considered in regard to its importance to the overall proposed approach.

Evaluation Factor E: Past Performance

Adjective Rating System

The evaluation will consider: (1) the quality of past performance, (2) efforts similar to NIH's requirements, and (3) the quantity of related work.

The Government will assess the relative risks associated with each offeror to access technical acceptance. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The following rating method shall be used in the evaluation of past performance information:

Excellent - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. The type of work performed is similar to the NIH requirements. The quantity of work performed is the same or greater than the NIH requirements.

Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information state that the offeror's performance was good, better than average, etc., that they would do business with the offeror again. The type of work performed is directly related to NIH requirements. The quantity of work performed is the same or greater than the NIH requirements.

Neutral - No past performance history identifiable. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance

Marginal - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

Poor - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

An Offeror must receive a rating of good, excellent, or neutral to be considered technically acceptable.

Evaluation Factor F: Price/Cost Realism

Adjective Rating System

The evaluation will be based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government. The evaluation will consider: (1) the realism of the proposed cost to the requirements (2) the realism of the proposed costs compared to the proposed technical approach and staffing, (3) the realism of proposed costs to current business practices, and (4) the history of cost realism in regard to proposed cost compared to actual billed cost on past performance.

The following rating method shall be used in the evaluation of the Price/Cost Realism information:

Excellent - Based on the offeror's proposal, no doubt exists that the offeror's proposed price/cost is realistic. The Price/Cost documentation shows a complete understanding of the requirements, within the standards and workload specified.

Good - Based on the offeror's proposal, little doubt exists that the offeror's proposed price/cost is realistic. The Price/Cost documentation shows an acceptable understanding of the requirements, within the standards and workload specified.

Marginal - Based on the offeror's proposal, some doubt exists that the offeror's proposed price/cost is not realistic in one or more of the four areas in the criteria. The Price/Cost documentation shows a marginal understanding of the requirements, within the standards and workload specified.

Poor - Based on the offeror's proposal, serious doubt exists that the offeror's price/cost is realistic in one or more of the four areas in the criteria. The Price/Cost documentation demonstrates significant deficiencies in understanding the requirements, within the standards and workload specified.

An Offeror must receive a rating of good or excellent to be considered technically acceptable.

Evaluation Factor G: Business Capacity

Adjective Rating System

The evaluation will assess the offeror's business capacity to initiate and maintain this contract. The evaluation will consider: (1) current capacity in terms of available funding and personnel, (2) available capacity in terms of additional funds and personnel readily available to the offeror, (3) the adequacy of the current and available capacity in relationship to the requirements of this contract and the variation in workload clause (Section B), and (4) the realism of the offer to initiate and maintain performance.

The following rating method shall be used in the evaluation of the Price/Cost balance information:

Excellent - Based on the offeror's proposal, no doubt exists that the offeror has or can reasonably obtain the capacity to initiate and maintain the contract, within the standards and workload specified.

Good – Based on the offeror's proposal, little doubt exists that the offeror has or can reasonably obtain the capacity to initiate and maintain the contract, within the standards and workload specified.

Marginal – Based on the offeror's proposal, some doubt exists that the offeror has or can reasonably obtain the capacity to initiate and maintain the contract in regard to one or more of the four areas in the criteria.

Poor - Based on the offeror's proposal, serious doubt exists that the offeror has or can reasonably obtain the capacity to initiate and maintain the contract in regard to one or more of the four areas in the criteria.

An Offeror must receive a rating of good or excellent to be considered technically acceptable.

ARTICLE M.4. EVALUATION AND AWARD CRITERIA

The evaluation will result in identification of technical proposals in an acceptable and competitive range that reflects the criticality of the requirements and maintenance of current required service level. To be technically acceptable, an offeror must be evaluated as good or excellent under evaluation factors A, B, C, D, F, and G, and must be evaluated as neutral, good or excellent under evaluation factor E. Costs will be evaluated in accordance with FAR Part 15. The Source selection decision will apply the FAR Part 15 tradeoff process. The intent is to minimize performance risk at a fair price. The final SSA decision will comply with the Circular A-76 rules. The cost comparison provides the decision to convert or retain the commercial activity.

ARTICLE M.5. EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

ARTICLE M.6. NEGOTIATIONS

The Government reserves the right to negotiate with any and all offerors. However, negotiations MAY be conducted with only those offerors who are determined to be in a competitive range in regard to technical and cost factors. Negotiations may address all evaluation factors.

ARTICLE M.7. BASIS FOR AWARD

Technical and price/cost evaluation will be conducted simultaneously. The technical criteria are equal to cost/price. The Government may waive informalities and minor irregularities in offers received. Proposals that are unrealistically high or low may be deemed reflective of an inherent lack or failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal.

The Government MAY develop a table that considers technical evaluation in regard to all offerors with the evaluated price/cost. This matrix would be used to define the price/cost differences to mitigate risk between offerors.

The Government shall make its award decision using a best value analysis that results in the most advantageous acquisition for the Government. The Government will select that offeror whose proposal presents the least amount of performance and cost/price risk. The Government's acquisition strategy used to obtain best value (see the definition at FAR 2.101) may result in an award to other than the lowest cost/priced, technically acceptable offeror or other than the highest technically rated offeror.

(End of Clause)