



May 22, 2003

**REFERENCE:** Solicitation No. 263-03-P(GK)-0059, NIH Extramural Activities Support Services

**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 fifteen (15) copies of your proposal must be received by me at the following address not later than 1:00 P.M. local prevailing time on June 23, 2003. 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 date of receipt thereof by the Government.**

This solicitation is in accordance with OMB Circular A-76 (Revised). It is brought to the attention of offerors the unique A-76 environment at the NIH. The Secretary of HHS has promised that no one will "lose a job." This may have a substantive effect on the ability of offerors to hire existing NIH employees.

This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or make necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services. It is also **brought to your attention** that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

Special attention is directed to the "Certification of Nonsegregated Facilities" in Part IV, Section K of this solicitation. You are cautioned that failure to agree to the certification shall render your proposal nonresponsive to solicitations involving awards of contracts exceeding \$10,000.00 which are not exempt from the provision of the equal opportunity clause.

Any additional clauses required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract will be included.

By signing the award document, the Offeror is reaffirming its awareness of an agreement with the various contract clauses, including the withholding of payments clause.

Prices quoted should include any Government or trade discount. In order for the National Institutes of Health to give proper consideration toward awarding a contract, your proposal must be accompanied by a published price list, or other cost information used to establish the prices quoted. A letter should also accompany your proposal certifying that the prices quoted are not in excess of those charged any Government agency, company, organization or individual purchasing or handling like quantities under similar conditions.

Award may be made without further discussion of the proposal(s) received; therefore, your proposal should be submitted initially on the most favorable terms which your firm can submit to the Government.

The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official file on this matter without obligation to the Government.

The proposal submitted in response to this request 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 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 the 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.

Offerors are cautioned that proposals submitted with 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.

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 return the original and fifteen copies. A copy is for your information. If your offer is accepted by the Government, a signed copy of the contract will be returned for your file.

Sincerely,

Zetherine L. Gore  
Contracting Officer

Attachments

**SOLICITATION****SECTION A - SOLICITATION/CONTRACT FORM**

1. Purchase Authority: Public Law 95-83, as amended.		2. PAGE 1 OF 129 PAGES
3. REQUEST FOR PROPOSALS (RFP) NUMBER:  263-03-P(GK)-0059	4. ISSUE DATE:  05/22//03	5. SET ASIDE: [ ] YES [x ] NO See Part IV, Section L
6. TITLE: NIH Extramural Activities Support Services  This solicitation and applicable reference documents are assessable at URL: <a href="http://www.nih.gov/od/olao/oa/contracts/A-76.html">http://www.nih.gov/od/olao/oa/contracts/A-76.html</a>		
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 will be received at the place specified in, and in the number of copies specified in Attachment 2 until 5:00 PM local time on <u>06/23/03</u> . Your attention is directed to the provisions regarding the late submission of proposals in Part IV, Section L, GENERAL INFORMATION and 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

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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) REFERENCES MADE TO THE WORD "CONTRACTOR" SHOULD BE SUBSTITUTED WITH THE WORDS "SERVICE PROVIDER."
- 2) REFERENCES MADE TO THE WORDS "WORK STATEMENT OR STATEMENT OF WORK" SHOULD BE SUBSTITUTED WITH THE WORDS "PERFORMANCE WORK STATEMENT."

**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 all management, supervision, administration, and labor to support the Grants Management, Program Support, and Review Support services in accordance with OMB Circular A-76. Services shall be provided at the Bethesda campus, other locations in Montgomery County, Maryland, and Research Triangle Park, North Carolina.

**ARTICLE B.2. SERVICES**

In accordance with the Performance Work Statement (PWS) in Section C, the contract price for the extramural activities support services should represent the requirements based on full utilization of services. The level of effort under this contract shall be reimbursed at a fixed price with some cost reimburseable elements.

The period of performance is for twelve (12) months with four (4) twelve-month (12-month) options.

**ARTICLE B.3. PRICES**

Upon the Government's order of any of the services specified in Section C, Article C.2. and Section F, ARTICLE F.2. 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 Extramural Activities 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.

NOTE: CLINS 1, 2, 3, and 5 are Fixed-Price and CLIN 4 is Cost-Reimbursement

**BASIC** Period of Performance: \_\_\_\_\_ through \_\_\_\_\_  
(12 month Base Period) *(to be completed in any resultant contract)*

## Schedule of Charges for the Basic Award Period

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
1	GRANT MANAGEMENT (5.1)	-	-	-	-
1.1	Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1
1.1.1	Montgomery County, MD Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.1
1.1.2	Research Triangle Park, NC Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.2
1.2	Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2
1.2.1	Montgomery County, MD Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.1
1.2.2	Research Triangle Park, NC Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.2
1.3	Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3
1.3.1	Montgomery County, MD Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.1
1.3.2	Research Triangle Park, NC Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.2
1.4	IMPAC II & other Data Management (5.1.1.4)	Fixed Price per month	\$	12 Months	Total for CLIN 1.4
1.4.1	Montgomery County, MD IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.1

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
1.4.2	Research Triangle Park, NC IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.2
1 Sub Total	GRANT MANAGEMENT (5.1)	Sub Total	-	-	\$
2	REVIEW SUPPORT (5.2)	-	-	-	-
2.1	Administrative Support (5.2.1)	Fixed Price per Month	\$		Total for CLIN 2.1
2.1.1	Montgomery County, MD Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.1
2.1.2	Research Triangle Park, NC Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.2
2.2	IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2
2.2.1	Montgomery County, MD IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.1
2.2.2	Research Triangle Park, NC IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.2
2.3	Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3
2.3.1	Montgomery County, MD Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.1
2.3.2	Research Triangle Park, NC Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.2
2.4	ICV Internal Receipt and Referral	Fixed Price per Month	\$	12 months	Total for CLIN 2.4

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	(5.2.1.4)				
2.4.1	Montgomery County, MD ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.1
2.4.2	Research Triangle Park, NC ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.2
2.5	Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5
2.5.1	Montgomery County, MD Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.1
2.5.2	Research Triangle Park, NC Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.2
2.6	Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6
2.6.1	Montgomery County, MD Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.1
2.6.2	Research Triangle Park, NC Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.2
2 Sub Total	REVIEW SUPPORT (5.2)	Sub Total	-	-	\$
3	PROGRAM (5.3)	-	-	-	-
3.1	Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1
3.1.1	Montgomery County, MD Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.1

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
3.1.2	Research Triangle Park, NC Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.2
3.2	Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2
3.2.1	Montgomery County, MD Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.1
3.2.2	Research Triangle Park, NC Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.2
3.3	IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3
3.3.1	Montgomery County, MD IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.1
3.3.2	Research Triangle Park, NC IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.2
3.4.	Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4
3.4.1	Montgomery County, MD Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.1
3.4.2	Research Triangle Park, NC Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.2
3.5	Support for Scientific and Technical Activities	Fixed Price per Month	\$	12 months	Total for CLIN 3.5
3.5.1	Montgomery County, MD	Fixed Price per Month	\$	12 months	Total for

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	Support for Scientific and Technical Activities (5.3.1.5)				CLIN 3.5.1
3.5.2	Research Triangle Park, NC Support for Scientific and Technical Activities (5.3.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 3.5.2
3 Sub Total	PROGRAM (5.3)	Sub Total			\$

CLIN 1 – Grant Management (5.1) \$ \_\_\_\_\_  
 CLIN 2 – Review Support (5.2) \$ \_\_\_\_\_  
 CLIN 3 – Program (5.3) \$ \_\_\_\_\_  
 CLIN 4 - Other Direct Costs \$ \_\_\_\_\_  
 CLIN 5 - Transition Costs \$ \_\_\_\_\_  
 Total For Base Period of Performance \$ \_\_\_\_\_  
 Grand Total for Base Period and Option Periods \$ \_\_\_\_\_

#### ARTICLE B.4. OPTION PRICES

- A. 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.
- b. 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.
- c. 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:

OPTION YEAR 1: Period of Performance: \_\_\_\_\_ through \_\_\_\_\_  
 (12 month Option Period) *(to be completed in any resultant contract)*

## Schedule of Charges for the Option Year One Period

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
1	GRANT MANAGEMENT (5.1)	-	-	-	-
1.1	Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1
1.1.1	Montgomery County, MD Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.1
1.1.2	Research Triangle Park, NC Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.2
1.2	Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2
1.2.1	Montgomery County, MD Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.1
1.2.2	Research Triangle Park, NC Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.2
1.3	Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3
1.3.1	Montgomery County, MD Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.1
1.3.2	Research Triangle Park, NC Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.2
1.4	IMPAC II & other Data Management (5.1.1.4)	Fixed Price per month	\$	12 Months	Total for CLIN 1.4
1.4.1	Montgomery County, MD IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.1
1.4.2	Research Triangle Park, NC	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.2

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	IMPAC II & other Data Management (5.1.1.4)				
1 Sub Total	GRANT MANAGEMENT (5.1)	Sub Total	-	-	\$
2	REVIEW SUPPORT (5.2)	-	-	-	-
2.1	Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1
2.1.1	Montgomery County, MD Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.1
2.1.2	Research Triangle Park, NC Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.2
2.2	IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2
2.2.1	Montgomery County, MD IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.1
2.2.2	Research Triangle Park, NC IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.2
2.3	Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3
2.3.1	Montgomery County, MD Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.1
2.3.2	Research Triangle Park, NC Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.2
2.4	ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4
2.4.1	Montgomery County, MD ICV Internal Receipt and Referral	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.1

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	(5.2.1.4)				
2.4.2	Research Triangle Park, NC ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.2
2.5	Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5
2.5.1	Montgomery County, MD Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.1
2.5.2	Research Triangle Park, NC Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.2
2.6	Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6
2.6.1	Montgomery County, MD Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.1
2.6.2	Research Triangle Park, NC Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.2
2 Sub Total	REVIEW SUPPORT (5.2)	Sub Total	-	-	\$
3	PROGRAM (5.3)	-	-	-	-
3.1	Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1
3.1.1	Montgomery County, MD Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.1
3.1.2	Research Triangle Park, NC Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.2

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
3.2	Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2
3.2.1	Montgomery County, MD Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.1
3.2.2	Research Triangle Park, NC Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.2
3.3	IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3
3.3.1	Montgomery County, MD IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.1
3.3.2	Research Triangle Park, NC IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.2
3.4.	Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4
3.4.1	Montgomery County, MD Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.1
3.4.2	Research Triangle Park, NC Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.2
3.5	Support for Scientific and Technical Activities	Fixed Price per Month	\$	12 months	Total for CLIN 3.5
3.5.1	Montgomery County, MD Support for Scientific and Technical Activities (5.3.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 3.5.1
3.5.2	Research Triangle Park,	Fixed Price per Month	\$	12 months	Total for

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	NC Support for Scientific and Technical Activities (5.3.1.5)				CLIN 3.5.2
3 Sub Total	PROGRAM (5.3)	Sub Total			\$

CLIN 1 – Grant Management (5.1) \$ \_\_\_\_\_  
 CLIN 2 – Review Support (5.2) \$ \_\_\_\_\_  
 CLIN 3 – Program (5.3) \$ \_\_\_\_\_  
 CLIN 4 - Other Direct Costs \$ \_\_\_\_\_  
 CLIN 5 - Transition Costs \$ \_\_\_\_\_  
 Total For Option Year One \$ \_\_\_\_\_

**Schedule of Charges for Option Year Two Period**

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
1	GRANT MANAGEMENT (5.1)	-	-	-	-
1.1	Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1
1.1.1	Montgomery County, MD Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.1
1.1.2	Research Triangle Park, NC Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.2
1.2	Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2
1.2.1	Montgomery County, MD Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.1
1.2.2	Research Triangle Park, NC Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.2
1.3	Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3
1.3.1	Montgomery County, MD Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.1
1.3.2	Research Triangle Park, NC Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.2
1.4	IMPAC II & other Data Management (5.1.1.4)	Fixed Price per month	\$	12 Months	Total for CLIN 1.4
1.4.1	Montgomery County, MD IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.1
1.4.2	Research Triangle Park, NC IMPAC II & other Data	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.2

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	Management (5.1.1.4)				
1 Sub Total	GRANT MANAGEMENT (5.1)	Sub Total	-	-	\$
2	REVIEW SUPPORT (5.2)	-	-	-	-
2.1	Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1
2.1.1	Montgomery County, MD Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.1
2.1.2	Research Triangle Park, NC Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.2
2.2	IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2
2.2.1	Montgomery County, MD IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.1
2.2.2	Research Triangle Park, NC IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.2
2.3	Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3
2.3.1	Montgomery County, MD Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.1
2.3.2	Research Triangle Park, NC Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.2
2.4	ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4
2.4.1	Montgomery County, MD ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.1

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
2.4.2	Research Triangle Park, NC ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.2
2.5	Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5
2.5.1	Montgomery County, MD Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.1
2.5.2	Research Triangle Park, NC Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.2
2.6	Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6
2.6.1	Montgomery County, MD Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.1
2.6.2	Research Triangle Park, NC Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.2
2 Sub Total	REVIEW SUPPORT (5.2)	Sub Total	-	-	\$
3	PROGRAM (5.3)	-	-	-	-
3.1	Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1
3.1.1	Montgomery County, MD Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.1
3.1.2	Research Triangle Park, NC Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.2

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
3.2	Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2
3.2.1	Montgomery County, MD Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.1
3.2.2	Research Triangle Park, NC Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.2
3.3	IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3
3.3.1	Montgomery County, MD IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.1
3.3.2	Research Triangle Park, NC IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.2
3.4.	Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4
3.4.1	Montgomery County, MD Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.1
3.4.2	Research Triangle Park, NC Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.2
3.5	Support for Scientific and Technical Activities	Fixed Price per Month	\$	12 months	Total for CLIN 3.5
3.5.1	Montgomery County, MD Support for Scientific and Technical Activities (5.3.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 3.5.1
3.5.2	Research Triangle Park,	Fixed Price per Month	\$	12 months	Total for

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	NC Support for Scientific and Technical Activities (5.3.1.5)				CLIN 3.5.2
3 Sub Total	PROGRAM (5.3)	Sub Total			\$

CLIN 1 – Grant Management (5.1) \$ \_\_\_\_\_  
 CLIN 2 – Review Support (5.2) \$ \_\_\_\_\_  
 CLIN 3 – Program (5.3) \$ \_\_\_\_\_  
 CLIN 4 - Other Direct Costs \$ \_\_\_\_\_  
 CLIN 5 - Transition Costs \$ \_\_\_\_\_  
 Total For Option Year Two \$ \_\_\_\_\_

**Schedule of Charges for the Option Year Three Period**

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
1	GRANT MANAGEMENT (5.1)	-	-	-	-
1.1	Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1
1.1.1	Montgomery County, MD Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.1
1.1.2	Research Triangle Park, NC Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.2
1.2	Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2
1.2.1	Montgomery County, MD Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.1
1.2.2	Research Triangle Park, NC Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.2
1.3	Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3
1.3.1	Montgomery County, MD Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.1
1.3.2	Research Triangle Park, NC Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.2
1.4	IMPAC II & other Data Management (5.1.1.4)	Fixed Price per month	\$	12 Months	Total for CLIN 1.4
1.4.1	Montgomery County, MD IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.1
1.4.2	Research Triangle Park, NC IMPAC II & other Data	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.2

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	Management (5.1.1.4)				
1 Sub Total	GRANT MANAGEMENT (5.1)	Sub Total	-	-	\$
2	REVIEW SUPPORT (5.2)	-	-	-	-
2.1	Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1
2.1.1	Montgomery County, MD Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.1
2.1.2	Research Triangle Park, NC Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.2
2.2	IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2
2.2.1	Montgomery County, MD IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.1
2.2.2	Research Triangle Park, NC IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.2
2.3	Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3
2.3.1	Montgomery County, MD Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.1
2.3.2	Research Triangle Park, NC Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.2
2.4	ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4
2.4.1	Montgomery County, MD ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.1

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
2.4.2	Research Triangle Park, NC ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.2
2.5	Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5
2.5.1	Montgomery County, MD Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.1
2.5.2	Research Triangle Park, NC Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.2
2.6	Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6
2.6.1	Montgomery County, MD Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.1
2.6.2	Research Triangle Park, NC Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.2
2 Sub Total	REVIEW SUPPORT (5.2)	Sub Total	-	-	\$
3	PROGRAM (5.3)	-	-	-	-
3.1	Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1
3.1.1	Montgomery County, MD Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.1
3.1.2	Research Triangle Park, NC Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.2

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
3.2	Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2
3.2.1	Montgomery County, MD Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.1
3.2.2	Research Triangle Park, NC Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.2
3.3	IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3
3.3.1	Montgomery County, MD IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.1
3.3.2	Research Triangle Park, NC IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.2
3.4.	Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4
3.4.1	Montgomery County, MD Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.1
3.4.2	Research Triangle Park, NC Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.2
3.5	Support for Scientific and Technical Activities	Fixed Price per Month	\$	12 months	Total for CLIN 3.5
3.5.1	Montgomery County, MD Support for Scientific and Technical Activities (5.3.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 3.5.1
3.5.2	Research Triangle Park,	Fixed Price per Month	\$	12 months	Total for

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	NC Support for Scientific and Technical Activities (5.3.1.5)				CLIN 3.5.2
3 Sub Total	PROGRAM (5.3)	Sub Total			\$

CLIN 1 – Grant Management (5.1) \$ \_\_\_\_\_  
 CLIN 2 – Review Support (5.2) \$ \_\_\_\_\_  
 CLIN 3 – Program (5.3) \$ \_\_\_\_\_  
 CLIN 4 - Other Direct Costs \$ \_\_\_\_\_  
 CLIN 5 - Transition Costs \$ \_\_\_\_\_  
 Total For Option Year Three \$ \_\_\_\_\_

**Schedule of Charges for the Option Year Four Period**

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
1	GRANT MANAGEMENT (5.1)	-	-	-	-
1.1	Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1
1.1.1	Montgomery County, MD Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.1
1.1.2	Research Triangle Park, NC Administrative Support (5.1.1.1)	Fixed Price per Month	\$	12 months	Total for CLIN 1.1.2
1.2	Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2
1.2.1	Montgomery County, MD Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.1
1.2.2	Research Triangle Park, NC Logistical Support (5.1.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 1.2.2
1.3	Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3
1.3.1	Montgomery County, MD Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.1
1.3.2	Research Triangle Park, NC Grant File Management (5.1.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 1.3.2
1.4	IMPAC II & other Data Management (5.1.1.4)	Fixed Price per month	\$	12 Months	Total for CLIN 1.4
1.4.1	Montgomery County, MD IMPAC II & other Data Management (5.1.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.1
1.4.2	Research Triangle Park, NC IMPAC II & other Data	Fixed Price per Month	\$	12 months	Total for CLIN 1.4.2

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	Management (5.1.1.4)				
1 Sub Total	GRANT MANAGEMENT (5.1)	Sub Total	-	-	\$
2	REVIEW SUPPORT (5.2)	-	-	-	-
2.1	Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1
2.1.1	Montgomery County, MD Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.1
2.1.2	Research Triangle Park, NC Administrative Support (5.2.1)	Fixed Price per Month	\$	12 months	Total for CLIN 2.1.2
2.2	IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2
2.2.1	Montgomery County, MD IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.1
2.2.2	Research Triangle Park, NC IMPAC II Data Management (5.2.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 2.2.2
2.3	Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3
2.3.1	Montgomery County, MD Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.1
2.3.2	Research Triangle Park, NC Meeting Logistics (5.2.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 2.3.2
2.4	ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4
2.4.1	Montgomery County, MD ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.1

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
2.4.2	Research Triangle Park, NC ICV Internal Receipt and Referral (5.2.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 2.4.2
2.5	Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5
2.5.1	Montgomery County, MD Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.1
2.5.2	Research Triangle Park, NC Processing of Assigned Applications (5.2.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 2.5.2
2.6	Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6
2.6.1	Montgomery County, MD Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.1
2.6.2	Research Triangle Park, NC Document Processing and Processing (5.2.1.6)	Fixed Price per Month	\$	12 months	Total for CLIN 2.6.2
2 Sub Total	REVIEW SUPPORT (5.2)	Sub Total	-	-	\$
3	PROGRAM (5.3)	-	-	-	-
3.1	Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1
3.1.1	Montgomery County, MD Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.1
3.1.2	Research Triangle Park, NC Administrative Support (5.3.1)	Fixed Price per Month	\$	12 months	Total for CLIN 3.1.2

<b>CLIN</b>	<b>Item (PWS Ref)</b>	<b>Method of Calculation</b>	<b>Unit Price</b>	<b>Units</b>	<b>Period Price</b>
3.2	Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2
3.2.1	Montgomery County, MD Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.1
3.2.2	Research Triangle Park, NC Logistical Support for Conferences and Workshops (5.3.1.2)	Fixed Price per Month	\$	12 months	Total for CLIN 3.2.2
3.3	IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3
3.3.1	Montgomery County, MD IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.1
3.3.2	Research Triangle Park, NC IMPAC II Data Management (5.3.1.3)	Fixed Price per Month	\$	12 months	Total for CLIN 3.3.2
3.4.	Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4
3.4.1	Montgomery County, MD Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.1
3.4.2	Research Triangle Park, NC Council Activities (5.3.1.4)	Fixed Price per Month	\$	12 months	Total for CLIN 3.4.2
3.5	Support for Scientific and Technical Activities	Fixed Price per Month	\$	12 months	Total for CLIN 3.5
3.5.1	Montgomery County, MD Support for Scientific and Technical Activities (5.3.1.5)	Fixed Price per Month	\$	12 months	Total for CLIN 3.5.1
3.5.2	Research Triangle Park,	Fixed Price per Month	\$	12 months	Total for

CLIN	Item (PWS Ref)	Method of Calculation	Unit Price	Units	Period Price
	NC Support for Scientific and Technical Activities (5.3.1.5)				CLIN 3.5.2
3 Sub Total	PROGRAM (5.3)	Sub Total			\$

CLIN 1 – Grant Management (5.1) \$ \_\_\_\_\_  
 CLIN 2 – Review Support (5.2) \$ \_\_\_\_\_  
 CLIN 3 – Program (5.3) \$ \_\_\_\_\_  
 CLIN 4 - Other Direct Costs \$ \_\_\_\_\_  
 CLIN 5 - Transition Costs \$ \_\_\_\_\_  
 Total For Option Year Four \$ \_\_\_\_\_

**ARTICLE B.5. 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.

c. **Provisions Applicable to Direct Cost**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: (1) acquisition, by purchase or lease, of any interest in real property; (2) special arrangement or alteration of facilities; (3) purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; (4) travel Costs; (5) consultant Costs; (6) subcontract costs; and (7) accountable government property.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **ARTICLE C.1. WORK STATEMENT**

- a. 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 Work Statement, Section J, Attachment 8, dated April 15, 2003, attached hereto and made a part of this contract. The Work Statement is available at URL:

<http://www.nih.gov/od/olao/oa/contracts/GrantsMgmt2/>

## **REPORTING REQUIREMENTS**

### **a. Monthly Progress Reports**

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

- Number and labor categories of contract employee working under the contract;
- A narrative statement of the work accomplished during the reporting period;
- A statement of current and potential problem areas and proposed corrective actions;
- A discussion of overall contract performance
- A discussion of activities to be undertaken during next reporting period
- 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 following locations:

Maryland Locations:	Bethesda, Frederick, Rockville
North Carolina Location:	Research Triangle Park

- e. The quality of the Contractor's work in carrying out the requirements of this contract shall be monitored by the Project Officer of 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.
- f. 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)

(end of clause)

## **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.3. of this contract, the period of performance will be increased as listed below:



## 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.4. 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 expresses 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, and Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts , NIH(RC)-1 are 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  
Office of Logistics and Acquisition Operations, OD  
6011 Executive Boulevard, Room 537C, MSC 7663  
Bethesda, Maryland 20892-7663

- (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 within 60 to 90 days after contract award.

#### **ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

- a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluations will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

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](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.

## **ARTICLE G.7. INDIRECT COST RATES**

- a. In accordance with Federal Acquisition Regulation (FAR) (48CFR, Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

National Institutes of Health  
Office of Acquisition Management and Policy  
Chief, Division of Financial Advisory Services  
6100 Executive Blvd., Room 6B05, MSC 7540  
Bethesda, Maryland 20892-7540

- b. These rates are hereby incorporated without further action of the Contracting Officer.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. INSURANCE**

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.

### **ARTICLE H.2. PRIVACY ACT**

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulation. Violation of the Act may involve the imposition of criminal penalties. The Privacy Act of 1974 is located at URL: <http://www.usdoj.gov/foia/privstat.htm>

The Privacy Act System of Records applicable to this project is Number 09-25-0036. This document is incorporated into this contract and is located at URL: <http://oma.od.nih.gov/ms/privacy/pa-files/0036.htm>

### **ARTICLE H.3. OMB CLEARANCE**

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with any surveys or interviews until such time as Office of Management and Budget

(OMB) Clearance for conducting interviews has been obtained by the Project Officer, and the Contracting Officer has issued written approval to proceed.

#### **ARTICLE H.4. OPTION PROVISIONS**

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., 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.3 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.4.

#### **ARTICLE H.5. SUBCONTRACTING PROVISIONS**

##### **a. Small Business and Small Disadvantaged Business Subcontracting Plan**

- (1) The Small Business and Small Disadvantaged Business Subcontracting Plan, dated *to be completed in any resultant contract as appropriate* is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or Subcontractor to comply in good faith with the FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16, entitled "Liquidated Subcontracting Plan."

##### **b. Subcontracting Reports**

###### **a. Subcontracting Report for Individual Contracts, SF-294**

The Contractor shall submit the original and 1 copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition to the information contained in the General Instruction of the back of this form for Block 17, "Remarks," the Contractor shall provide an explanation for any category of small business subcontracting for which there were no dollars reported since the last reporting period.

Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th  
October 30th

The Report shall be sent to the following address:

Contracting Officer  
Office of Logistics and Acquisition Operations  
Office of the Director  
6011 Executive Blvd., Room 537C  
Bethesda, Maryland 20892

- (2) The Contractor shall submit 2 copies of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

One copy of this report shall be sent to the Contracting Officer at the address above. One copy of this Report shall be mailed to the Office of Small and Disadvantaged Business Utilization, DHHS at the following addresses:

**Office of Small and Disadvantaged Business Utilization**  
Department of Health and Human Services  
Hubert H. Humphrey Building, Room 517-D  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

#### **ARTICLE H.6. 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 6C: Sensitive – High Risk (Suitability Determination with a BI)**

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.

<b>Required Investigation by Position Risk Level</b>		
<b>Level</b>	<b>Description</b>	<b>Required Investigation</b>
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.ncsl.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](http://csrc.nist.gov/publications/nistpubs/800-16/Appendix_E.pdf)

**ARTICLE H.7. 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.8. 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.	<b>Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
	P.L. 108-7, Division G, Title V- General Provisions, Section 507		<i>(to be included in resultant contract)</i>

#### **ARTICLE H.9. 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](mailto: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.10. 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.	<b>Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
	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.11. 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.12. WORK HOURS, HOLIDAYS, AND ADMINISTRATIVE LEAVE**

a. 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.

b. 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	

c. 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.

d. 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.

e. 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:

- a. 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.
- b. When the Federal Government is operating under an “adjusted work dismissal” policy or the workplace is closed due to inclement weather.
- c. When the NIH closes due to a threat to employees’ health or safety.
- f. 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.13. 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>

**PART II - CONTRACT CLAUSES****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**

<b>FAR CLAUSE NO.</b>	<b>DATE</b>	<b>TITLE</b>
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 1997	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)
52.209-6	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	Dec 1998	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	Oct 2000	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	Aug 1996	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
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	Oct 2000	Toxic Chemical Release Reporting
52.225-1	May 2002	Buy American Act - Supplies
52.225-13	Jul 2000	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
<b>52.229-3</b>	<b>Apr 2003</b>	<b>Federal, State and Local Taxes (Over \$100,000)</b>
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	Feb 2002	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than 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	Dec 1989	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

<u>HHSAR</u>		
<u>CLAUSE</u>		
<u>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. 4/2003].

## 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 52.215-1, Instructions to Offerors - Competitive Acquisition (May 2001)
- 2) Alternate I of FAR Clause 52.215-1, Instructions to Offerors - Competitive Acquisition (May 2001)
- 3) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).

“(c) Waiver of evaluation preference . . . .

[ ] Offeror elects to waive the evaluation preference.”

- 4) FAR 52.219-14, Limitations on Subcontracting (DECEMBER 1996).
- 5) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAY 2001).

“(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_ percent to the price of all offers, except–...”

- 6) FAR 52.219-25, Small Disadvantaged Business Participation Program–Disadvantaged Status and Reporting (OCTOBER 1999).
- 7) FAR 52.223-5, Pollution Prevention and Right-to-Know Information (APRIL 1998).
- 8) FAR 52.223-10, Waste Reduction Program (AUGUST 2000).
- 9) FAR 52.224-1, Privacy Act Notification (APRIL 1984).
- 10) FAR 52.224-2, Privacy Act (APRIL 1984).
- 11) FAR 52.227-14, Rights in Data - General (JUN 1987)
- 12) FAR 52.228-5, Insurance - Work on a Government Installation (JAN 1997)
- 13) FAR 52.230-2, Cost Accounting Standards (APRIL 1998).
- 14) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999).
- 15) FAR 52.232-18, Availability of Funds (APRIL 1984).
- 16) FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APRIL 1984).
- 17) FAR 52.237-3, Continuity of Services (JANUARY 1991).
- 18) FAR 52.237-10, Identification of Uncompensated Overtime (OCTOBER 1997).
- 19) FAR 52.239-1, Privacy or Security Safeguards (AUGUST 1996).
- 20) FAR 52.245-1, Property Records (APRIL 1984)
- 21) FAR 52.246-23, Limitation of Liability (FEBRUARY 1997)
- 22) FAR 52.246-24, Limitation of Liability - High Value Items (FEBRUARY 1997).
- 23) FAR 52.248-1, Value Engineering (FEBRUARY 2000).
- 24) FAR 52.251-1, Government Supply Sources (APRIL 1984).

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

- 1) HHSAR 352.224-70, Confidentiality of Information (APRIL 1984).
- 2) HHSAR 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (JANUARY 2001).
- 3) 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.

a. **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)

**b. FAR Clause 52.228-16 PERFORMANCE AND PAYMENT BONDS-OTHER THAN CONSTRUCTION (JULY 2000)**

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

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 50 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to percent 50 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within ten (10) working days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
 Financial Management Service  
 Surety Bond Branch  
 401 14<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor, West Wing  
 Washington, DC 20227

**c. FAR Clause 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

d. **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.

e) **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.

f) **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.

(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.

Employee Class	Level	Monetary Wage-Fringe Benefit	
		DC-MD-V A-WV	Research Triangle Park, NC
ADMINISTRATIVE REVIEW ASSISTANT	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH
ADMINISTRATIVE PROGRAM ASSISTANT			
ADMINISTRATIVE PROGRAM ASSISTANT			
COPY CENTER OPERATOR	GS-3	\$24,262 PA \$ 11.63 PH	\$22,505 PA \$ 10.78 PH
EXTRAMURAL PROGRAM ASSISTANT	GS-6	\$32,405 PA \$ 15.53 PH	\$31,508 PA \$ 15.10 PH
GRANTS REFERRAL COORDINATOR			
GRANTS TECHNICAL ASSISTANT	GS-7	\$37,102 PA \$ 17.25 PH	\$35,014 PA \$ 16.78 PH
GRANTS CLERK	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH
HEALTH TECHNICAL ASSISTANT	GS-6	\$32,405 PA \$ 15.53 PH	\$31,508 PA \$ 15.10 PH
HEALTH PROGRAM ASSISTANT			
LEAD GRANTS TECHNICAL ASSISTANT	GS-8	\$39,881 PA \$ 19.11 PH	\$38,777 PA \$ 18.58 PH
LEAD PROGRAM SUPPORT ASSISTANT			
OFFICE AUTOMATION CLERK	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH
OFFICE MANAGER	GS-9	\$44,049 PA \$ 21.11 PH	\$42,830 PA \$ 20.52 PH
PROCUREMENT TECHNICIAN	GS-6	\$32,405 PA \$ 15.53 PH	\$31,508 PA \$ 15.10 PH
PROGRAM SPECIALIST	GS-7	\$37,102 PA \$ 17.25 PH	\$35,014 PA \$ 16.78 PH
PROGRAM COORDINATOR	GS-9	\$44,049 PA \$ 21.11 PH	\$42,830 PA \$ 20.52 PH
PROGRAM CLERK	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH
PROGRAM ANALYST	GS-11	\$53,298 PA \$ 25.54 PH	\$51,823 PA \$ 24.83 PH
PROGRAM ASSISTANT	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH
PROGRAM SUPPORT ASSISTANT			
RECEIPT AND TECHNICAL ASSISTANT			
REVIEW TECHNOLOGY ASSISTANT			
SCIENTIFIC PROGRAM SPECIALIST	GS-11	\$53,298 PA \$ 25.54 PH	\$51,823 PA \$ 24.83 PH
SECRETARY	GS-5	\$29,070 PA \$ 13.93 PH	\$28,266 PA \$ 13.54 PH

- c. **FAR Clause 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

### 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. 94-2103 (Rev. 28) (10/04/2002)  
District of Columbia, Maryland, Virginia
4. Wage Determination No. 94-2401 (Rev. 25) (09/23/2002)  
North Carolina
5. Bid Bond - SF 24
6. Payment Bond - SF 1416
7. Performance Bond - SF 1418

**The following attachment is available by accessing the following URLs and may be viewed or downloaded directly from the following site:**

8. Statement of Work, dated 04/15/03  
<http://www.nih.gov/od/olao/oa/contracts/GrantsMgmt2/>
9. Government Notice for Handling Proposals
10. Disclosure of Lobbying Activities - Standard Form LLL
11. Small Business Subcontracting Plan
12. Subcontracting Report for Individuals Contracts - SF 294 (Rev. 10-96)
13. Summary Subcontracting Report - SF 295 (Rev. 10-96)
14. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC-2)
15. Invoice Financing Request Instructions for NIH Cost-Reimbursement Type Contract,  
NIH(RC-1)
16. Procurement of Certain Equipment, NIH(RC)-7
17. Offeror's Points of Contact
18. Technical Proposal Cost Information/Summary of Labor and Direct Costs
19. Report of Government Owned, Contractor Held Property

**Attachments numbered 9 through 19 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>

**PART IV - SECTION K****Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).**1. REPRESENTATIONS AND CERTIFICATIONS

- |     |               |  |
|-----|---------------|--|
| 1.  | FAR 52.203-2  | Certification of Independent Price Determination   |
| 2.  | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)                              |
| 3.  | FAR 52.204-3  | Taxpayer Identification  |
| 4.  | FAR 52.204-5  | Women-Owned Business (Other Than Small Business)   |
| 5.  | FAR 52.204-6  | Data Universal Numbering System (DUNS) Number  |
| 6.  | FAR 52.209-5  | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters                                 |
| 7.  | FAR 52.215-6  | Place of Performance   |
| 8.  | FAR 52.219-1  | Small Business Program Representations   |
| 9.  | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program                                 |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status  |
| 12. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products   |
| 13. | FAR 52.222-21 | Certification of Nonsegregated Facilities  |
| 14. | FAR 52.222-22 | Previous Contracts and Compliance Reports  |
| 15. | FAR 52.222-25 | Affirmative Action Compliance  |
| 16. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements  |
| 17. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions  |
| 18. | FAR 52.223-4  | Recovered Material Certification   |
| 19. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting  |
| 20. | FAR 52.225-2  | Buy American Act Certificate   |
| 21. | FAR 52.225-4  | Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate   |
| 22. | FAR 52.225-6  | Trade Agreements Certificate   |
| 23. | FAR 52.226-2  | Historically Black College or University and Minority Institution Representation   |
| 24. | FAR 52.227-6  | Royalty Information  |
| 25. | FAR 52.230-1  | Cost Accounting Standards Notices and Certification  |
| 26. | -----         | Certification Regarding Environmental Tobacco Smoke  |
| 27. | -----         | Certification of Institutional Policy on Conflict of Financial Interest  |
| 28. | FAR 15.406-2  | Certificate of Current Cost or Pricing Data  |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

---

**(Name of Offeror)**

---

**(RFP No.)**

---

**(Signature of Authorized Individual)**

---

**(Date)**

---

**(Typed Name of Authorized Individual)**

**Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.**

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....  
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.....  
.....

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
  - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**3. 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - TIN: \_\_\_\_\_
  - TIN has been applied for.
  - TIN is not required because:
    - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - Offeror is an agency or instrumentality of a foreign government;
    - Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
  - Sole proprietorship;
  - Partnership;
  - Corporate entity (not tax-exempt);
  - Corporate entity (tax-exempt);
  - Government entity (Federal, State, or local);
  - Foreign government;
  - International organization per 26 CFR 1.6049-4;
  - Other \_\_\_\_\_
- (f) Common parent.
  - Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - Name and TIN of common parent:  
Name \_\_\_\_\_

TIN \_\_\_\_\_

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

**(NOTE: Applies to contracts expected to exceed \$100,000.)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
  - (i) The Offeror and/or any of its Principals –
    - (A) Are [ ], are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
    - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
  - (ii) The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [  ] intends, [  ] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance</b> (Street Address <b>Operator of the Plant</b> (City, State, County, Zip Code) <b>Respondent</b>	<b>Name and Address of Owner and or Facility if Other than Offeror or</b>
_____	_____
_____	_____
_____	_____
_____	_____

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APRIL 2002)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) **(Complete only if the offeror represented itself a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as a part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small business Administration, and no material change in

ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision--

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**Small business concern,** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

**Women-owned small business concern,** means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**Veteran-owned small business concern** means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror [ ] is, [ ] is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months **(check this column if size standard stated in solicitation is expressed in terms of number of employees)** or Offeror's average annual gross revenue for the last 3 fiscal years **(Check this column if size standard stated in solicitation is expressed in terms of annual receipts)**. **(Check one of the following.)**

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

**(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)**

**(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).**

Offeror's number of employees for the past twelve months **(check this column if size standard stated in solicitation is expressed in terms of number of employees)** or Offeror's average annual gross revenue for the last three fiscal years **(check this column if size standard stated in solicitation is expressed in terms of annual receipts)**. **(Check one of the following.)**

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million

Over 1,000

Over \$17 million

The ten targeted industries are as follows:

Product Service Code	SIC Code	Description
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834 2835, 2836	Drugs and Biologics
7045	3572, 3695 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

**(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)**

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
  - (A) No material change in disadvantaged ownership and control has occurred since its certification;
  - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not

exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **Alternate I (OCTOBER 1998)**

**(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm> . Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)**

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small

disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

12. **52.222-18**      **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (MAY 2001)**

*(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)*

a. *Definition.*

*Forced or indentured child labor means all work or service--*

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

---

---

Listed Countries of Origin

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c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

m. **52.222-21**      **CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

n. **52.222-22**      **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

o. **52.222-25**      **AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

p. **52.222-38**      **COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

q. **52.222-48**      **EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

**(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).**

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

r. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

**(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

s. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 2000)**

**NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that—
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

t. **52.225-2 BUY AMERICAN ACT CERTIFICATE (MAY 2002)**

**[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

u. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--  
ISRAELI TRADE ACT CERTIFICATE (MAY 2002)**

**[Note: This provision is applicable for requirements with a value of \$25,000 or more but less than \$169,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401.)]**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

**NAFTA Country or Israeli End Products:**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**Other Foreign End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**ALTERNATE I (MAY 2002)** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$25,000 or more but is less than \$50,000.]**

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

**Canadian End Products:**

Line Item No.: \_\_\_\_\_

(List as necessary)

**ALTERNATE II (MAY 2002)** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$56,190.]**

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

**Canadian or Israeli End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

v. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (MAY 2002)**

**[Note: This provision is applicable for acquisitions valued at \$169,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

**Other End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer

determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

w. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

(a) Definitions. As used in this provision--

*Historically Black College or University* means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority Institution* means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

(b) *Representation*. The offeror represents that it--

is  is not a Historically Black College or University;  
 is  is not a Minority Institution.

x. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

(a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)**

**ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- y. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

**Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.**

**Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.**

**If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.**

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.**

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

**(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).**

Date of Disclosure Statement: \_\_\_\_\_  
\_Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

\_\_\_\_\_ The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
\_Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

\_\_\_\_\_ The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.**

(5) Certificate of Disclosure Statement Due Date by Educational Institution.  
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

- (i) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.**

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES       NO

**z. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)**

**(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; Contractors whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

aa. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

**(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)**

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [  ], is not [  ] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

bb. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

.....  
.....  
**(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_  
\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.  
(End of Certificate)

**PART IV**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**1. GENERAL INFORMATION**

This RFP contains special procedures for the submission of proposals. The special procedures for submission of this documentation are set forth in detail below:

**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 envelope 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 \_\_\_\_\_ [insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3))] 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 \_\_\_\_\_ [insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3))] 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. NOTICE TO OFFERORS**

- (a) It is brought to the attention of offerors the unique A-76 environment they will find themselves in at the NIH. The fact that the Secretary of HHS has promised that no one will “lose a job” may have a substantive effect on the ability of offerors to hire existing NIH employees.
- (b) The NIH does not intend to “Terminate for Convenience” any contracts within the scope of the PWS during their current period of performance.

**c. 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 56110.
- (b) (1) The small business size standard is \$6 million in average receipts over the last 3 years.

(c) This requirement is not set-aside for small business. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, (except for foreign acquisitions) the inclusion of the Standard Industrial Classification (SIC) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

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 September 30, 2003.

e. **PREPROPOSAL CONFERENCE**

A pre-proposal conference will be held with prospective offerors at on Thursday, May 29, 2003 at 8:00 a.m. to 11:00 a.m. at 6001 Executive Boulevard, Conference Room A1 and A2, 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 should be directed to the e-mail address: <[zgore@nih.gov](mailto:zgore@nih.gov)> and must be received by 3:00 p.m. local time on Tuesday, May 27, 2003.

Firms should submit any questions pertaining to this competition by 3:00 p.m. local time on May 27, 2003.

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.

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. **REFERENCE MATERIALS**

A "reading room" containing reference materials pertinent to this procurement is available at 6011 Executive Blvd, Bethesda Maryland 20892 from 10:00 AM to 3:00 PM Monday through Friday (excluding Government/legal holidays) through the closing date of the RFP. Use of the "reading room" is by appointment only; contact Zetherine Gore, 301-402-9671 for appointments. Failure of offerors to examine the reference materials prior to proposal preparation and submission will be at the offeror's risk.

j. **PREPARATION COSTS**

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

k. **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:

Edward Wilgus  
Acting Chief, Division of Station Support Acquisitions  
Office of Logistics and Acquisition Operations  
Office of the Director  
6011 Executive Boulevard, Room 537D  
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)

l. **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.

*HHS has a policy that RIF authority will NOT be used to implement in-house performance changes or in conversion to contract. Therefore, all offerors, should consider significantly different models for availability of affected workers in companion to DOD experiences. The differences are anticipated in regard to availability of affected workers for employment and the willingness of affected workers to accept lower pay and benefits.*

**m. 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.

## 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 with cost reimbursable elements will be awarded. (See General Information). 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 (attached) 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 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) Small Business Subcontracting Plan**

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit a subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan" FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation." Attachment 11 to this RFP is an example of such a plan.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract.
- c) The offeror understands that:

- (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
- (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each such aspect of the offeror's plan will be judged independent of the other.
- (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

***NOTE: The Government encourages and favors substantial subcontracting goals on plans submitted in response to this solicitation. Subcontracting plans received will be evaluated by NIH's Small Business Office. Plans which do not reflect adequate subcontracting goals may be rejected.***

**(9) 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) Solicitation Definitions, 52.215-5 (July 1987)
- d) Unnecessarily Elaborate Proposals or Quotations, 52.215-7 (April 1984)
- e) Amendments to Solicitations, 52.215-8 (December 1989)
- f) Submission of Offers, 52.215-9 (March 1997)
- g) Late Submissions, Modifications, and Withdrawals of Proposals, 52.215-10 (June 1997)
- h) Preparation of Offers, 52.215-13 (April 1984)
- i) Explanation to Prospective Offerors, 52.215-14 (April 1984)
- j) Failure to Submit Offer, 52.215-15 (May 1997)
- k) Contract Award, 52.215-16 (October 1995)
- l) Order of Precedence, 52.215-33 (January 1986)
- m) Notice of Price Evaluation Preference for HUBZone Small Business Concerns, 52.219-4 (Jan 1999)
- n) Preaward On-Site Equal Opportunity Compliance Review (Over \$1,000,000), 52.222-24 (April 1984)

### 3. SUBMISSIONS OF PROPOSALS

#### a. DETAILED INSTRUCTIONS

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 proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the Attachment entitled PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, reproduced on letter size paper and will be legible in all required copies.

The offeror shall submit their proposal in volumes subject to the following identification and quantities and submit one (1) CD ROM encompassing all five (5) volumes.

Volume Number and Name	Number of Copies	General Requirements
I - Past Performance	Original and 15 copies	Related past performance history and references.
II – Technical Approach	Original and 15 copies	Description of proposed approach to perform all requirements described in the RFP.
III – Personnel	Original and 15 copies	Description of proposed positions and additional information for evaluation.
IV - Management	Original and 15 copies	Include all required information for evaluation, excluding any references to pricing.
V – Business	Original and 15 copies	Complete Cost/Price breakdown with supporting information. Complete Section B.
VI - Representations and Certifications	Original and 3 copies	Completed Representations and Certifications from Section K of the Solicitation.

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. The Past Performance, Technical Approach, Personnel, and Management proposals **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.

Some parts of volumes contain specific page limitations. The limitation is a page number that can not be exceeded. Clear, compliant communication in fewer pages is appreciated. Cover pages and tables of contents do NOT count towards page limitations and are not evaluated. A page is defined as an 8 -1/2 inch by 11 inch sheet of paper with 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. Fold-outs will be counted as the appropriate number of pages based upon an 8 -1/2 inch by 11 inch sheet of paper. The Contractor shall number each page in order to eliminate any confusion. In the event that the offeror creates an ambiguity in the numbering of pages, the Government will exercise its own discretion in the counting of pages. Pages in excess of limitations will NOT be evaluated. 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 - PAST PERFORMANCE**

The Past Performance volume shall be organized as follows:

- C **Cover**
- C **Table of Contents**
- C **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 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, allowing the Government to discuss that team member's past performance with the offeror.

**Tab 2 - Relevant Contracts.** (NO Limitation on number of references)

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

Information must be provided on **all** Federal contracts for extramural 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 I-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 2 – Relevant Performance**

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

**Form I-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 I-2, and III-1)
2. Contract/Program Name: (for reference to Form I-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)

**Form I.2  
Relevant Contract Performance**

**Instructions:** Provide a -Y- in the columns below if applicable even once on the contract. Provide an -N- if not ever applicable.

Key:

- 1 Termination for Default
- 2 Termination for Convenience
- 3 Show Cause/Cure Notice Issued
- 4 Liquidated Damages Assessed
- 5 Deductions taken from invoices
- 6 OSHA Violations found
- 7 EPA Violations found
- 8 Government QA documented that quality standards were not met (even once)
- 9 Government QA documented that timeliness standards were not met (even once)
- 10 Cost Overruns
- 11 Client documented problems related to high turn-over of contractor personnel
- 12 Client documented problems related to lack of training for contractor personnel
- 13 Client documented problems related to lack of adequate contractor quality control
- 14 QC solved performance issues prior to inspection and acceptance of performance
- 15 Incentive or Award earned during performance
- 16 Positive, written recognition of performance received from the client

Ref. No.	Client and Contract/Program Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
From Form I-1	From Form I-1																

**(Reasons for any yes responses will be investigated by the Government and circumstances will be considered by the government and may NOT adversely affect the evaluation. Incomplete and misleading information WILL adversely affect the evaluation)**

(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 II – TECHNICAL APPROACH

The Technical volume shall be organized as follows:

- C **Cover**
- C **Table of Contents**
- C **Cover Page**
  
- C **Tab 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 III, Personnel.

- C **Tab 2 - Introduction to the Technical Approach**
- C **Tab 3 - C.5.1**
- C **Tab 4 - C.5.2**
- C **Tab 5 - C.5.3**
- C **Tab 6 - Other RFP Technical Requirements**
  
- C **Tab 7 - Transition Plan.** Describe in detail a four (4) month Transition 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.

Tabs 2 through 7 are limited to 2000 pages in total and should be sub sequentially numbered. Tabs 3 through 6 shall, at a minimum, address every requirement that is separately numbered in the RFP.

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.

- C **Tab 8 – Additional Considerations** (Limited to 70 pages)

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–
  - < Specific approaches for leased facilities
  - < Coordination with Institutes and Centers
- .....

**VOLUME III – PERSONNEL**

The Technical volume shall be organized as follows:

- C **Cover**
- C **Table of Contents**
- C **Cover Page**
  
- C **Tab 1 – Staffing Chart**

Offerors shall complete form III-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.

- C **Tab 2 – Productivity Factors**

Offerors shall complete form III-2.

- C **Tab 3 - Position Descriptions**

Offerors shall complete form III-3.

- C **Tab 4 – Work Schedules**

Offerors shall complete form III-4.

- C **Tab 5 – Key Personnel Resumes**

Offerors shall complete form III-5 for proposed Key Management Personnel and Key Personnel that are used to demonstrate past performance for new firms.

- C **Tab 6 – Personnel Management** (Limited to 20 pages)

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.

**Form III-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 II, Tab 1, Organization Chart

Position Title: As required to implement the technical Approach in Volume II

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 III-2  
Productivity Factors**

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

Key:

Ref: From Form III-1

Organization: From Form III-1

Position Title: From Form III-1

Proposed Hours: The total number of hours proposed by organization by Position Title, from Form III-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. Square feet, work orders, size of project)

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

Past Performance Reference: Reference number from form I-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 for headers and footers and to be printed from spreadsheets and databases)

**Form III-3  
Work Schedules**

Ref	Organization	Position Title	Normal Work Schedule

Key:

Ref: From Form III-1

Organization: From Form III-1

Position Title: From Form III-1

Full Time Hours: From Form III-1

Part Time Hours: From Form III-1

Overtime Hours: From Form III-1

Normal Work Schedule: Scheduled starting and stopping for regular shifts 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 III-4  
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 III-5  
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 IV - MANAGEMENT

The Management volume shall be organized as follows:

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

### **Tab 1 - Management Plan Examples** (Limited to 50 pages)

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

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 2 - 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 3 - Conflict of Interest Plan**

The Offeror shall demonstrate how Organizational Conflicts of Interest will be prohibited throughout performance, but specifically in regard to Section C5.1. The offeror shall fully disclose all current business relationships that could create an appearance of conflict of interest in performing this contract.

#### **Tab 4 - Small Business Subcontracting Plan**

The Offeror shall submit a small business and small disadvantaged business (SB/SDB) subcontracting plan in accordance with FAR 52.219-9. The offeror's SB/SDB subcontracting plan shall include all 11 items cited in FAR clause 52.219-9, subparagraph d (1) through (11). [Note: The proposed subcontracting plan will be approved by the Contracting Officer prior to contract award.]

The described duties and the indicated position of the subcontracting plan administrator within the project and/or corporate organization shall clearly show a corporate/team dedication to this project.

The principal items planned to be subcontracted shall be clearly identified down to specific products, services, tasks, and/or construction special trades, or key contractor responsibilities, with the reasonable cost/price estimates or basis for estimating costs given.

The methods used to identify SB/SDB sources for the contract shall be described.

The proposal shall identify records to be maintained to show compliance with the plan, while Meeting the basic requirements contained in item (11) of the plan.

The plan shall describe company/project-specific efforts that the offeror normally provides and shall provide to assist small businesses in obtaining opportunities on this and all company/offeror team projects.

Any SB/SDB(s) shall be identified as key members of the project team.

#### **VOLUME V - BUSINESS PROPOSAL**

The Business Proposal shall be organized as follows:

- C **Cover**
- C **Table of Contents**
- C **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 1 - Section B**

The Offeror shall insert the completed Section B.

#### **Tab 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 must 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 must 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

For each CLIN in Section B, provide schedules indicating types or categories of labor, man-hours, and hourly rates used to calculate the proposed unit prices. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percentage) and methodology, e.g., annual percentage rate applied to a base hourly rate as of a specific date or a mid-pointed percentage rate for the period of performance.

If any proposed labor category is covered by the Service Contract Act (SCA), specify which SCA job classification and minimum hourly wage applies and show how the proposed hourly rate complies with the SCA Wage Determination(s) and is consistent with your organization's salary scales and/or the hourly rates currently paid by your organization. State whether any additional direct labor (new hires) will be required during the performance period of this contract. If so, state the number required and the anticipated date of hire. Offerors are required to use the Staffing Plan as a basis for building these schedules.

3. Fringe Benefits

For each CLIN in Section B, provide the fringe benefits rate(s) used in calculating the proposed unit prices. If you proposed the fringe benefits rate(s) on your current Negotiation Agreement with an agency of the Federal government, you must attach a copy of the agreement. If you do not have a fringe benefits rate(s) negotiated with an agency of the Federal government, you must provide the basis for the proposed rate(s), i.e., a breakdown of the fringe benefits cost pool(s) and the labor costs base(s) used to calculate the proposed rate(s).

If fringe benefits are accounted for as part of your indirect costs and not separately proposed, so state.

Whether fringe benefits are included in indirect costs or separately proposed, you must provide information to clearly document that the minimum fringe benefits (Health and Welfare, paid vacation and holidays) required by the Service Contract Act (SCA) Wage Determination(s) have been proposed for those job classifications covered by the SCA.

3. Subcontracted Effort

For each CLIN in Section B, 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 and that were used in calculating the proposed unit prices. Subcontract costs must be shown in the same detail as that required for the prime offeror. 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

For each CLIN in Section B, detail the proposed indirect cost rate(s) used in calculating the proposed unit prices. If you proposed the indirect rate(s) on your current Negotiation Agreement with an agency of the Federal government, you must address the impact, if any, the subject contract would have on the negotiated rates. In addition, you must detail any rate adjustment required because of the HHS treatment of IR&D as noted below. [If you have a current indirect cost Negotiation Agreement with an agency of the Federal government, attach a copy of the agreement.]

If you do not have a current indirect cost Negotiation Agreement with an agency of the Federal government or you did not use the indirect rates on your current Negotiation Agreement when calculating the proposed unit prices for any CLIN, you must provide detailed projected estimates of the proposed indirect rates. These projected estimates (based on company-wide or division-specific cost data) must be broken down by expense category for both the indirect cost pool(s) and the indirect cost base(s) used to distribute the pool(s). The projected estimates should be based on annualized costs for 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. Comparative details of the costs incurred and their associated computed rates for the previous fiscal year must also be provided.

***Note:** It is the policy of the Department of Health and Human Services (HHS) not to participate in or contribute to the cost of independent research and development (IR&D). As noted in the HHS Acquisition Regulation at 352.216-72, it is HHS policy that IR&D costs are unallowable and shall bear a proportionate share of overhead and G&A costs; therefore, IR&D costs should be excluded from indirect expense pools and included in the appropriate distribution bases. If your organization has no IR&D costs, a statement to that effect should be included with the above-required information. If your company does have IR&D costs they must*

*be identified and the required adjustment(s) to your rates must be detailed.*

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. If fabrication by the prime contract is contemplated, include details of material, labor and overhead.

6. Consultant Services

For each CLIN in Section B, proposed consultant services 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

You must identify and provide documentation to support the proposed costs of any items/services not otherwise included elsewhere in your proposal.

9. Fee

Offerors shall identify a base fee.

**Tab 3 - Cost Realism**

The offeror shall document:

- (1) The realism of the proposed cost to the requirements (by the three major requirements by location)
- (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 per location)
- (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 4, Price/Cost Balance**

The offeror shall document:

- (1) The balance of costs for 5.1 between planning and management services
- (2) The balance of costs for 5.2 between the different types of space and locations
- (3) The balance of costs for 5.3 between the different commodities by location
- (4) The balance of costs for each performance period

**Tab 4 - Business Capacity**

The offeror shall provide complete financial statement, including notes, (current and two prior years) and 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 VI - REPRESENTATIONS AND CERTIFICATIONS**

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

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. GENERAL**

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. The term “contract” is used to describe a commercial contract, an ISSA, or a letter of obligation, which may be awarded in accordance with OMB Circular A-76. This Acquisition is for a “mixed-type” requirement consisting of cost and price elements. Therefore, the evaluation methods are used as appropriate to each “type.” The source selection method is low-cost/technically acceptable.

Technically acceptable is defined through the performance levels in the PWS (section C, and Section J attachments). This requires meeting all the requirements (services and service levels) and standards within the workload variances. Technically acceptable is NOT meant to imply “marginal,” “partial compliance,” or “what is acceptable on other contracts.” NIH has specific and unique extramural programs and requirements. Technically acceptable in this case implies a historical level of performance that effectively achieves the NIH mission in a cost efficient manner. The designation of technically acceptable is applied to both technical and cost factors.

For the purposes of evaluating proposals submitted in response to this RFP the following evaluation criteria are weighted equally. These criteria when combined with all other factors other than cost or price, are approximately equal to cost or price.

Offerors are also notified that the award will comply with the rules of OMB Circular A-76. This includes the conduct of a cost comparison between the Agency Tender and the low-cost/technically acceptable commercial offer/reimbursable tender.

### **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.

### **M.3. EVALUATION AND AWARD CRITERIA**

The following cost/technical factors will be used for determining technical acceptability and realistic price/cost.

#### **1) TECHNICAL EVALUATION CRITERIA**

##### **a) Past Performance**

The evaluation will consider: (1) the quality of past performance, and (2) efforts similar to NIH’s requirements, and (3) the quantity of related work. If a price evaluation adjustment is claimed by an SDB concern, it shall be evaluated in accordance with FAR 19.1103.”

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.

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.

**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.

**None** - No past performance history identifiable.

**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 or excellent to be considered technically acceptable.

b) Understanding of the Requirement/Technical Approach

Evaluation shall assess the detailed technical description of how all the required work will be accomplished. This will include evaluation of proposed methodologies for demonstration of an understanding of every requirement included in the **three major requirements** identified in Section C.5 and additional RFP requirements. Offerors will be evaluated on the proposed means, techniques and procedures to be utilized for complying with the Performance Work Statement. This includes receipt of input; process for performance; quality, timelines, and productivity standards for output; and process improvements for each of the requirements. For a good or excellent evaluation the offeror must show the ability to accomplish the desired results within the proscribed standards and workload, demonstrate the quality of work in providing services, and how policies, procedures, and practices will preserve Government property and equipment and minimize life cycle costs. The evaluation will also assess the offeror's ability to respond to abnormal conditions such as emergencies, weekends and after hour requirements, workload peaks and valleys, and leased facilities.

**The following rating method shall be used in the evaluation of the technical approach information:**

**Excellent** - Based on the offeror's technical approach, no doubt exists that the offeror will successfully perform the required effort. The technical approach shows a complete understanding and methodology for completing **all three major requirements at all applicable Institutes and Centers (ICs)**, within the standards and workload specified.

**Good** - Based on the offeror's technical approach, little doubt exists that the offeror will successfully perform the required effort. The technical approach shows an acceptable understanding and methodology for completing **all three major requirements at all applicable ICs**, within the standards and workload specified.

**Marginal** - Based on the offeror's technical approach, some doubt exists that the offeror will successfully perform the required effort. The technical approach shows a marginal understanding and methodology in one of the three major requirements at one or more of the specified ICs within the standards and workload specified.

**Poor** - Based on the offeror's technical approach, serious doubt exists that the offeror will successfully perform the required effort. The technical approach demonstrates significant

deficiencies in understanding and implementing performance of one or more of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

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

c) Understanding of Staffing Requirements

The evaluation shall assess the quality and competence of the proposed staff, and whether they meet the qualifications necessary to accomplish the described work. This will include evaluation of whether the proposed experience, and/or education demonstrates a thorough understanding of the operating principles, and safe provision of services as evidenced by the detailed staffing data that identify the supervisor to worker ratios, skills, knowledge, abilities, education and experience required for each technical process and the proposed quantity of hours by position classification, by requirement.

The evaluation shall also assess the offeror's ability to hire and retain personnel qualifying for the Position Descriptions at the rates proposed and the offeror's historical experience in hiring, managing, and replacement of personnel in each labor category and pay range, and historical and anticipated turnover rates.

**The following rating method shall be used in the evaluation of the staff information:**

**Excellent** - Based on the offeror's proposal, no doubt exists that the offeror will successfully perform the required effort. The staffing documentation shows a complete understanding of the personnel requirements for **all three major requirements** at **all applicable ICs**, within the standards and workload specified.

**Good** - Based on the offeror's proposal, little doubt exists that the offeror will successfully perform the required effort. The staffing documentation shows an acceptable understanding of the personnel requirements for **all three major requirements** at **all applicable ICs**, within the standards and workload specified.

**Marginal** - Based on the offeror's proposal, some doubt exists that the offeror will successfully perform the required effort. The staffing documentation shows a marginal understanding of the personnel requirements in one of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

**Poor** - Based on the offeror's proposal, serious doubt exists that the offeror will successfully perform the required effort. The staffing documentation demonstrates significant deficiencies in understanding the personnel requirements of one or more of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

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

d) Understanding of Management Requirements

The evaluation will assess the quality and method of management positions and systems to internal project management (to include subcontracts), direct and indirect client requirements, ability to manage the size, complexities, scope and locations of all the functions set forth in the PWS. The assessment will specifically focus on the management system's reflection of the offerors understanding of the NIH culture and technical requirements in order to support the NIH mission.

**The following rating method shall be used in the evaluation of the management information:**

**Excellent** - Based on the offeror's proposal, no doubt exists that the offeror will successfully manage the required effort. The management documentation shows a complete understanding of the management requirements for **all three major requirements at all applicable ICs**, within the standards and workload specified. The management approaches, organizational structure and management controls, tracking measures, task management system, and quality control plan are complete with proven methodologies.

**Good** - Based on the offeror's proposal, little doubt exists that the offeror will successfully manage the required effort. The management documentation shows an acceptable understanding of the management requirements for **all three major requirements at all applicable ICs**, within the standards and workload specified. The management approaches, organizational structure and management controls, tracking measures, task management system, and quality control plan are acceptable with proven methodologies.

**Marginal** - Based on the offeror's proposal, some doubt exists that the offeror will successfully manage the required effort. The management documentation shows a marginal understanding of the management requirements in one of the three major requirements at one or more of the specified ICs, within the standards and workload specified. The management approaches, organizational structure and management controls, tracking measures, task management system, and quality control plan are marginal or based on some unproven methodologies

**Poor** - Based on the offeror's proposal, serious doubt exists that the offeror will successfully manage the required effort. The management documentation demonstrates significant deficiencies in understanding the management requirements of one or more of the three major requirements at one or more of the specified ICs, within the standards and workload specified. The management approaches, organizational structure and management controls, tracking measures, task management system, and quality control plan are have deficiencies, or is based on untailed corporate policies, or is based on unproven methodologies.

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

**2) PRICE/COST EVALUATION CRITERIA**

a) Price/Cost Realism

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 (by the three major requirements by location), (2) the realism of the proposed costs compared to the proposed technical approach and staffing (by the three major requirements by location), (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 for **all three major requirements at all applicable ICs**, 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 for **all three major requirements at all applicable ICs**, 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 in one of the three major requirements at one or more of the specified ICs, 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 management requirements of one or more of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

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

b) Price/Cost Balance

The evaluation will assess the offeror's ability to balance and justify costs that will be billed to user organizations. The evaluation will consider: (1) the balance of costs for 5.1 between the four primary components, (2) the balance of costs for 5.2 between the six primary components, (3) the balance of costs for 5.3 between the 5 primary components, and (4) the balance of costs for each performance period.

**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's proposed price/cost is balanced and justifiable. The Price/Cost documentation is balanced for **all three major requirements at all applicable ICs**, within the standards and workload specified.

**Good** – Based on the offeror's proposal, little doubt exists that the offeror's proposed price/cost is balanced and justifiable. The Price/Cost documentation is acceptably balanced for **all three major requirements at all applicable ICs**, within the standards and workload specified.

**Marginal** – Based on the offeror's proposal, some doubt exists that the offeror's proposed price/cost is balanced and justifiable in one or more of the four areas in the criteria. The Price/Cost documentation is marginally balanced in one of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

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

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

c) Business Capacity

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 (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 in regard to **all three major requirements at all applicable ICs**, 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 in regard to **all three major requirements at all applicable ICs**, 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. The doubt exists for one of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

**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. The doubt exists for one or more of the three major requirements at one or more of the specified ICs, within the standards and workload specified.

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

#### **M.4. SOURCE SELECTION**

The evaluation will result in identification of technically acceptable proposals. To be technically acceptable, an offeror must be evaluated as good or excellent in **all** four technical criteria and **all** three price/cost criteria. This reflects the criticality of the requirements and maintains current required service levels. Upon approval of the Source Selection Authority, the low cost/price offeror that is technically acceptable will be chosen for the cost comparison with the Agency Tender submitted by NIH, in accordance with OMB Circular A-76. The cost comparison provides the decision to convert or retain the commercial activity.

#### **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).

(End of clause)