

National Institutes of Health
Div. of Station Support Acquisition
6011 Executive Blvd. Rm 529S
Rockville, MD 20892-7663
Tel #301-402-3073
FAX #301-435-6101
Email: Revenisa@od.nih.gov

RFP# 263-02-P(AH)-0029

Travel, Conference and Logistics Support Service

You are invited to submit a proposal for the above requirement. These contracts will be multiple award, task order contracts, priced on a time and material basis. Final award decisions will depend upon the capabilities of the firms that make proposals. Please review the attached instructions and specifications. If you wish to submit an offer, prepare your proposals in strict compliance.

SMALL BUSINESS SET-ASIDE: You are advised that this requirement is a partial set-aside for small businesses. At least 50% of the number of awards will be made to small businesses and at least 25% of the awards will be made to 8(a) firms. The size standard is **\$6.0 MILLION** under NAICS code 541611.

AWARD WITHOUT DISCUSSIONS: Offerors are advised that the government intends to make this award without discussions; but if necessary, the Contracting Officer may conduct oral and/or written discussions with all firms that have a reasonable prospect of award and therefore, are included in the competitive range. Thus, each initial offer should contain the offeror's best terms and prices. There will be some contact with firms where past performance surveys are necessary.

PROPOSALS: Firms are requested to provide a brief discussion of the services that they offer. This could be published promotional material. The key portion of your proposal will be your corporate experience and past performance. NIH intends to make award to firms that have substantial, successful experience in providing the types of services required. It is anticipated that technical proposals will be about 25 pages long. Provide very brief resumes only for the contract manager and one other position. Please submit 6 copies of the technical and 2 copies of the business proposal.

Please be sure to deliver your proposal in a timely manner because proposals received late will be ineligible for consideration. Firms are advised that direct delivery should utilize ZIP code 20852. Delivery through the US Mail will utilize the NIH-wide ZIP code of 20892.

If you have any questions or comments, please contact me (301-402-3065) as early as possible so that an amendment may be issued, if necessary.

Thank you for your attention in this matter.

ANTHONY M. REVENIS, J.D.
Contracting Officer, DSSA, NIH

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1	OF PAGES 94
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 263-02-P(AH)-0029	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 6/14/02	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY National Institutes of Health, DHHS Division of Station Support Acquisition 6011 Executive Boulevard, Room 529S Rockville, MD 20892 (N.B. For hand delivery use 208521)		CODE	8. ADDRESS OFFER TO (if other than Item 7) Anthony Revenis, PH 301-402-3073 FAX 301-435-6101 Submit questions to Revenisa@od.nih.gov			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE BLOCK 7 until 4:00 P.M. local time July 23, 2002

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals. See Section L, *Provision No. 52.214-7* or *52.216-1*. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Anthony M. Revenis	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS revenisa@od.nih.gov
		AREA CODE (301)	NUMBER 402-3073	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to turnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →

10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. (301)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION To be provided with each delivery order.	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION; <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -->		ITEM 25
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		

26. NAME OF CONTRACTING OFFICER (Type or print) Anthony M. Revenis	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE -

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Independently, and not as an agent of the Federal government, the contractor shall provide all personnel, services and supplies necessary to meet the requirements of Section C.

Firms shall indicate below which services they propose to offer (shaded areas indicate an entry is required):

- Domestic Travel and Conference Support
- International Travel and Conference Support
- Administrative Support Services

***Please be advised that firms will be evaluated on all services that they check above; therefore checking a service, in which your firm is weak, will reduce your overall evaluation score and lessen the likelihood of receiving an award.

B.2 This is a five (5) year indefinite delivery, task order contract. These contracts will be used primarily by NIH, but may also be used by other portions of DHHS and other Federal agencies. Task orders may utilize option periods, subject to subsequent awards to the offeror, but the total performance time for any task order may not exceed five years.

B.3 This requirement is a partial set-aside for small businesses and 8(a) firms. At least fifty percent of the number of awards will be made to small businesses. At least half of those awards (25% of the total) will be made to 8(a) firms. The size standard is \$6.0 MILLION under NAICS code #541611.

Firms must indicate the portion of the solicitation, under which they are making their proposal. This choice may affect your evaluation criteria. The number of awards under (a) may exceed 25%.

CHECK ONLY ONE BOX and use the following solicitation number on your proposal:

- Solicitation #263-02-P(AH)-0029(a) for the 8(a) reserved awards.
- Solicitation #263-02-P(AH)-0029(b) for the small business reserved awards. (Only small businesses and 8(a) firm eligible)
- Solicitation #263-02-P(AH)-0029(c) for the full and open competition. (All firms eligible.)

Firms that fail to indicate their intent will be considered under the full and open competition portion of this RFP.

B.4 Proposals made under Solicitation #263-02-P(AH)-0029(c), the full and open competition portion of this solicitation only, are subject to:

FAR 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns

FAR 52.219-24 Small Disadvantaged Business Participation Program - Targets

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns

Please complete the requested information below:

a. Indicate your business size/status below:

Check only one-

- Large Business
- Small Business
- SBA certified Small Disadvantaged Business
(Provide a copy of SBA certification.)
- Small Disadvantaged Business

b. Check below if your firm is:

- SBA certified HUBZone Small Business Concern
(Provide a copy of SBA certification.)
- Woman owned
- Veteran owned

c. Firms making a proposal under Solicitation #263-02-P(AH)-0029(c) for the full and open competition shall indicate your Small Disadvantaged Business participation targets below and discuss your firms program in a separate section of your proposal. See Section M for issues to be discussed.

Express SDB Participation Targets as a percentage of task orders amounts awarded:

Prime contractor - _____%

Subcontractor - _____%

B.5 Task orders under this contract will be individually competed and priced on time and material basis. Firms will be required to use the firm-fixed hourly prices contained in your proposal for each specified position for each year. (N.B. If a task order is going to cross multiple years, a firm may bill at the escalated rate only if they included the escalated rates in their task order proposal.)

All other costs will be treated as "pass-through" expenses and billed on an actual cost basis. The only authorized increase to the actual cost will be a "handling charge", which will be specified as a percentage on each task order proposal. At this time, firms are required to specify a handling charge ceiling percentage, which they will not exceed in any task order proposal. This figure will receive some consideration in the scoring of the Cost/Price evaluation factor. Currently, fixed-price labor costs represent about 10% of the total expenditures under these task orders but firms are advised that labor may represent a much larger portion of some tasks (meetings without included travel). Some tasks may require only a financial payment to support a foreign meeting. Firms are advised to structure their pricing to enable the pricing of a competitive and profitable proposal for various labor/pass-through mixes.

B.6 As listed in Section M of this RFP, the issue of price/cost will be a significant evaluation factor in the source selection determination. Because negotiations are not contemplated, in

order to present the most attractive proposal, firms are encouraged to present their best offer and prices initially.

B.7 Offerors are advised that the contracts, awarded as a result of this RFP will be indefinite delivery, indefinite quantity, task order type contracts. NIH reserves the right to make supplemental awards or to use other sources if such action is in the best interest of the government. The choice of which firm to use for an individual action will be at the discretion of the Project Officer (PO) and Contracting Officer (CO), in accordance with the procedures delineated in FAR 16.505(b) which will be used to determine the best interest of the government, all factors, including price, considered.

B.8 Corporate Point of Contact

Each offeror shall appoint and list a single point of contact for negotiations and contract administration:

Firm Name _____ DUNS# _____
Name- _____ Title- _____
E-mail: _____ PH _____ Fax _____

B.9 SCHEDULE

Five Year Contract Period -

- a. Minimum amount \$ _____ 200
- b. Estimated maximum amount
for all five years \$ 80,000,000 *

* The estimated maximum amount represents the entire possible NIH requirement for these types of services. Because each institute makes its own procurement decisions, these services can and, to some unknown extent, probably will be secured through other procurement mechanisms.

B.10 PRICES

Go to NEXT page.

Offeror need only make entries in all shaded areas. Computations will be made by NIH.

BASE YEAR - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exceed)
LABOR -				
1. Program Manager	3,000	hrs	\$ _____	\$ _____
2. Assistant Program Manager	12,000	hrs	\$ _____	\$ _____
3. Clerical	3,000	hrs	\$ _____	\$ _____
LABOR TOTAL				\$ _____ -
4. OTHER ("PASS-THROUGH") EXPENSES -				
Insert Ceiling (Maximum) Handling Charge % for all years				_____ %
Other Expenses - Amt is estimated.		1 lot	<u>\$12,000,000.00</u>	<u>\$12,000,000.00</u> <u>0</u>
**Ceiling Price (Total Lines 1-4) - Base Year				\$ _____

YEAR TWO - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exceed)
LABOR -				
5. Program Manager	3,000	hrs	\$ _____	\$ _____
6. Assistant Program Manager	12,000	hrs	\$ _____	\$ _____
7. Clerical	3,000	hrs	\$ _____	\$ _____
LABOR TOTAL				
8. OTHER ("PASS-THROUGH") EXPENSES -				_____ %
Other Expenses - Amt is estimated.		1 lot	<u>\$12,050,000.00</u>	<u>\$12,050,000.00</u>

**Ceiling Price (Total Lines 5-8) - Year Two

YEAR THREE - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exceed)
LABOR -				
9. Program Manager	3,000	hrs	\$ _____	\$ _____
10. Assistant Program Manager	12,000	hrs	\$ _____	\$ _____
11. Clerical	3,000	hrs	\$ _____	\$ _____
			LABOR TOTAL	\$ _____
12. OTHER ("PASS-THROUGH") EXPENSES -				_____ %
Other Expenses - Amt is estimated.		1 lot	<u>\$12,100,000.00</u>	<u>\$12,100,000.00</u>
**Ceiling Price (Total Lines 9-12) - Year Three				\$ _____

YEAR FOUR - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exceed)
LABOR -				
13. Program Manager	3,000	hrs	\$ _____	\$ _____
14. Assistant Program Manager	12,000	hrs	\$ _____	\$ _____
15. Clerical	3,000	hrs	\$ _____	\$ _____
			LABOR TOTAL	\$ _____
16. OTHER ("PASS-THROUGH") EXPENSES -				_____ %
Other Expenses - Amt is estimated.		1 lot	<u>\$12,150,000.00</u>	<u>\$12,150,000.00</u>
	**Ceiling Price (Total Lines 13-16) - Year Four			\$ _____

YEAR FIVE - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exceed)
LABOR -				
17. Program Manager	3,000	hrs	\$ _____	\$ _____
18. Assistant Program Manager	12,000	hrs	\$ _____	\$ _____
19. Clerical	3,000	hrs	\$ _____	\$ _____
LABOR TOTAL				\$ _____
20. OTHER ("PASS-THROUGH") EXPENSES -				_____ %
Other Expenses - Amt is estimated.		1 lot	<u>\$12,200,000.00</u>	<u>\$12,200,000.00</u>
**Ceiling Price (Total Lines 17-20) - Year Five				\$ _____
Contract Total (Estimated)				\$ _____

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORKS STATEMENT

Independently, and not as an agent of the Government, the contractor shall furnish all necessary labor, materials, and facilities to provide domestic and international travel, meetings and conference management services and administrative support for the National Institutes of Health (NIH) and other Federal agencies.

This contract is comprised of three main categories.

Article C.1 will require the contractor to arrange and provide for travel (domestic and foreign) for program participants, escort services; translation and preparation of program documents; lodging accommodations; varied assistance at workshops and conferences; and subsistence allowances for participants.

Article C.2 will require the contractor to provide logistical support for meetings; the writing and production of reports/documents; and the distribution of conference materials.

Article C.3 will require various types of administrative support.

ARTICLE C.1. – TRAVEL SUPPORT

Arrange or facilitate visits by foreign and domestic scientists or officials to the NIH and other institutes, universities, medical centers, and research centers located throughout the United States as specified in itineraries developed for each visitor. Itineraries will vary depending upon the nature of the research interests involved.

Visits by U.S. scientists and delegations from the private sector (non-Federal Government participants) to foreign countries and to locations in the United States to attend meetings, conferences, planning sessions, and program discussions.

Requirements

In support of Category I, the contractor shall, under instructions from the Project Officer, be responsible for the following:

- A. Travel arrangements, domestic and international, including, as specified, but not limited to the following services:

1. Develop detailed travel itineraries.
 2. Provide guidance and assistance to U.S. and foreign travelers in obtaining passports and/or visas.
 3. Make complex domestic and international travel arrangements, utilizing a variety of transportation modes, as dictated by the needs of specific programs and cost effectiveness, from the traveler's residence or home institution to the specified destination. In most cases, the contractor shall provide prepaid tickets in advance of travel.
 4. Purchase economy class (or business or first class if specified by the Project Officer) air fare or other tickets for domestic or international travel. **CONTRACTORS MUST COMPLY WITH U.S. FLAG CARRIER REGULATIONS AND REQUIREMENTS!**
 5. Purchase and arrange ground transportation as required.
- B. Arrange hotel or other lodging accommodations, in the United States and in foreign countries. All accommodations should be of moderate to above-average cost.

In those instances when the visitor is to remain in the United States for an extended period of time, the contractor shall recommend and/or obtain suitable lodging in the form of a furnished house, apartment, university housing, etc. The contractor shall consider convenience of location in terms of commuting, safety, and cost effectiveness. In most instances, contractor shall pay lodging costs directly to hotel or leaser. Late arrival must be guaranteed.

- C. Pay appropriate subsistence allowance in advance as specified by the bilateral agreement or by the Project Officer. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPORTING TO THE IRS FOR PAYMENTS TO TRAVELERS. THIS REPORTING MAY BE REQUIRED AND/OR MODIFIED BY THE IRS CODE AND INTERNATIONAL TREATIES AND AGREEMENTS.**
- D. Make direct contact with the host and/or traveler to ensure that all arrangements are mutually understood concerning arrival times, accommodations, addresses, official functions, financial arrangements, special events, and any other special information that impacts on the visit. All such arrangements must be approved and confirmed by the Project Officer.
- E. Provide the U. S. traveler or visitor, host, and Project officer with a typed day-to-day schedule listing accommodations with addresses and telephone numbers; dates and times of appointments with addresses and telephone numbers; field representative (escort) names and telephone numbers; program coordinator's

- name and home and office telephone numbers; ground transportation arrangements; air travel schedules indicating flight times, airlines, and airports; information regarding invitations, conferences, attendees, orientation plans, special functions, and general travel tips.
- F. Provide reimbursement upon receipt of expense statement for:
- o Charges for storing baggage and equipment not required during portions of the traveler's trip in baggage rooms or terminal lockers.
 - o Charges for telegrams, cablegrams, and local and long-distance telephone calls concerning official business.
 - o Passport and visa fees, costs of passport and visa photographs, fees for affidavits, charges for required inoculations, etc.
 - o Fees for entry into foreign countries, port taxes, etc., and all other allowable travel costs and expenses incurred as authorized by Federal Travel Regulations.
 - o Written instructions for expense statements shall be provided to the traveler.
- G. Highly skilled interpreters who provide simultaneous foreign language interpretation at scientific meetings are sometimes supplied through an agreement with the Department of State. When an interpreter has been assigned to a delegation, the interpreter also acts as escort and will require travel arrangements, per diem, and lodging at the same level and rate as the foreign visitors. The contractor shall be responsible for making these arrangements.
- H. Provide limousine or other ground transportation (taxi, bus, etc.) as required. The contractor must be able to provide rapid response to changes in programs and unanticipated events. As little as one hour's notice may sometimes be given for a transportation need.
- I. Arrange for special handling of research materials, if instructed by Project Officer.
- NOTE: FEDERAL EMPLOYEES ARE NOT ALLOWED TO TRAVEL AND RECEIVE LODGING AND SUBSISTENCE ALLOWANCE UNDER THIS CONTRACT.**
- J. Escort services. When requested by the Project Officer, a field representative (escort) shall meet a foreign visitor upon arrival in San Francisco, Los Angeles, Chicago, New York City, Washington, D. C., or other ports of entry. Services provided by this escort shall include, but not be limited to, the following:

1. Assist with customs, immigration concerns, and luggage.
2. Assist with connecting flight if the visitor is not staying in the city of entry.
3. Accompany the visitor to the hotel, assist with check-in procedures and alert hotel staff regarding any special requirements; assist in cashing check, and explain all subsistence procedures.
4. Review itinerary with the visitor and determine if there are any concerns or problems. Notify Project Officer and resolve problems.
5. Provide orientation of surroundings, including personal care requirements, area restaurants and public transportation. Provide orientation regarding American culture, i.e., customs, colloquialisms, trends.
6. Be available at all times during a visitors' stay to accompany him/her to meetings, conferences, and appointments and to provide for all necessary changes in itinerary and other changes as visit progresses.
7. Assist with check-out procedures prior to departure and verify that all incidentals are paid for and the bill handled in accordance with instructions. Confirm return air reservations.
8. Provide services of foreign-speaking escort when directed by the ICD Project Officer.

ARTICLE C.2 - MEETING AND CONFERENCE SUPPORT

Conferences, seminars, and workshops held in the United States and in foreign countries.

- A. Conference Management Services shall include, but not be limited to the following tasks:
 1. Provide meeting rooms, supplies, and services incidental to the conduct of conferences.
 2. Invitation and registration, fees and pre-conferences distributions, including the use of web sites, as required.
 3. Establish message centers and make arrangements for coffee breaks, working lunches, and dinners.

4. Assist with preparation of program documentation. Program documentation ranges from simple agenda to bilingual briefing books containing proceedings of working meetings and background biographical data on program participants. The contractor shall be expected to provide such services as typing, collating, editing, reproduction, delivery and mailings. Documentation services shall include, but not be limited to, the following:
5. Prepare materials for distribution prior to the conference, which may include briefing materials, preliminary agenda, travel and hotel data, and instructions concerning financial arrangements.
6. Prepare materials for distribution at the conference, which may include the final agenda, list of participants, notices of special functions, name badges, and reference materials.
7. Assist with preparation of program documents such as negotiation documents, progress reports, and summary reports of meetings.
8. Assist with preparation of abstracts and/or publication of proceedings.
9. Arrange for translation of documents, English and foreign languages as well as verification of accuracy and equivalency in translation. Translators may be obtained through a subcontract arrangement subject to acceptance by the ICD Project Officer (or through NIH arrangements with the Department of State).
10. Record and transcribe proceedings.
11. Provide and operate audiovisual equipment.
12. Provide simultaneous foreign language interpreters.
13. As requested, shall prepare graphic designs, suitable for posters, publicity materials, manuscripts, and other meeting-related materials.
14. At times, NIH will direct the contractor to forward a check to provide financial support for international and other scientific/medical meetings.
15. Food and light refreshments may be provided, subject to the restrictions on the expenditure of Federal appropriated and gift funds. Any food will require the specific, separate authorization of the Project Officer and of the appropriate delegated official.

For all Government-sponsored events held in what has been defined as the local travel area, the contractor will have to attain all lodging and meals and/or light refreshment requirements from the Project Officer prior to the event. A per diem allowance (meals and/or lodging) must be authorized by the appropriate delegated

official (See NIH Manual 1130, Travel No. 3A “Local Travel and Per Diem at the Official Duty Station” (pending release)) in line with the existing FTR and HHS and NIH policies for travel in the local area (See HHS Chapter 5-00-50 “Per Diem at Official Duty Station” and NIH Manual 1500-06 “Local Travel”). Light refreshments or meals will be provided by the contractor in line with existing NIH policies and procedures as they pertain to entertainment activities (See NIH Manual 1160-1 “Entertainment” and related informational documents) and the use of either appropriated or gift funds for such services.

Definitions:

1. Local Travel Area – Temporary duty in the Washington Metropolitan Area including the District of Columbia; Fairfax County; Alexandria; Arlington County; Montgomery County; Prince Georges County; Loudon County; Prince William County; Baltimore City; and Frederick.
2. Light Refreshments – For morning, afternoon, or evening breaks, includes but is not limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.

ARTICLE C.3 – ADMINISTRATIVE SUPPORT

The Contractor is required to provide administrative support services through the performance of other tasks not necessarily associated with meetings or conferences, but which support the scientific program staff in accomplishing a variety of research and administration responsibilities. These services will typically be billed on a fixed hourly basis by position and contractor staff may be co-located at NIH facilities. Such services may include general administrative tasks or tasks in the following areas:

1. Editing and publishing
 - a. Newsletters, Brochures, Pamphlets
 - b. World Wide Web Content Development
 - c. Graphics
 - d. Storage and Distribution
2. Recruiting and subcontracting for specialty writing expertise such as government job descriptions or specific scientific expertise.
3. Assisting with the distribution of letters, documents, or other materials by electronic mail (e-mail), FAX, postal service, or courier service.

4. Liaison Activities - In the course of assisting with meeting planning, documentation preparation, report compilation, etc., the contractor shall work with a wide range of collaborators (staff throughout NIH, board members and other external advisors, representatives of cancer care organizations, insurers, advocacy groups, research and practitioner communities, corporate collaborators, and other constituents) to coordinate activities, gather information, or to obtain feedback. The contractor shall provide expertise on formulating and maintaining effective networks or “virtual” organizations.
5. Web and Internet Support - The Contractor shall provide internet and intranet support. The contractor will provide initial design, management, and conduct usability testing to evaluate effectiveness and ease of use. It is anticipated that support in this area would include:
6. Evaluation and Statistical Analysis Support – Contractors may be requested to provide an array of technical services in support of government research and educational issues.

ARTICLE C.4 – NOTES

1. This contract will require frequent close communication and interaction between the Contractor and the Project Officer. To insure that required services, face-to-face meetings, and daily document transfer are possible on a practical and cost-effective basis, it will be necessary that the Contractor’s main or satellite office be located in close proximity to NIH, or that the Offeror submit plans to demonstrate how the necessary interactions can be successfully accomplished at a distance.
2. Individual task orders may require a specified level of close and continuous communication. Task orders may require a specific Project Director for the period of performance who will serve as the principal point of contact with the Government and who shall be the individual held responsible for production and oversight of all reports and plans, for the direct supervision and coordination of project staff and consultants, for issuing work assignments, for monitoring the progress of this contract and provision of deliverables, and for maintaining cost control.
3. Offerors shall address plans to insure that no confidential or proprietary information recorded via notes, tapes or transcript during the conduct of a closed meeting or closed meeting session will be kept in files open to the public or be accessible to any but those contracted employees directly engaged in the project. Plans shall include the disposition of finalized hardcopy and/or computer discs containing finalized summaries, minutes, reports, etc. For some specific meetings where such information is disclosed, the subsequent Contractor may be required to sign a secrecy or confidentiality agreement. Any such form will be identical to that which is concurrently signed by the Government.
4. The Contractor must follow the NIH Publication Standards for print materials. Materials produced by the Contractor shall not exceed the limitations imposed by the “Government Printing and Binding Regulations” published by the Joint Committee on

Printing, Congress of the United States. The limitation is 5,000 reproductions of any page; documents consisting of multiple pages may not exceed an aggregate of 25,000 production units. In cases where quantities do exceed this limitation, the NIH will provide the Contractor with the required materials for distribution.

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

THERE ARE NO ARTICLES APPLICABLE TO THIS SECTION

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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. Inspection and acceptance will be performed at:

The location will be specified in each task order.

E.2 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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/>.

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR CLAUSE NO. TITLE AND DATE

52.246-4 Inspection of Services--Fixed Price (FEB 1992)

52.246-16 Responsibility for Supplies (APR 1984)

(end of clause)

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall for five years from the date of award as listed on Page A1.

ARTICLE F.2 DELIVERABLE SCHEDULE

Deliverables will be specified with each task order.

ARTICLE F.3 DELIVERY OF MATERIAL

Unless otherwise specified, deliveries shall be made to the delivery point specified in the Schedule below Monday through Friday between 8:30 AM and 5:00 PM (except for Federal holidays) or other times agreed upon and as required by each order.

ARTICLE F.4 CLAUSES INCORPORATED BY REFERENCE

(FAR 52.252-2)(FEB 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/>.

<u>No.</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
1)	52.212-13	Stop Work Order (AUG 1989)
2)	52.212-15	Government Delay of Work (APR 1984)
3)	52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

PART I - THE SCHEDULE

SECTION GCONTRACT ADMINISTRATION DATAARTICLE G.1 PROJECT OFFICER

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

The Project Officer will be specified in each Task Order.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirement; (3) performing technical evaluation as required; (4) performing technical inspections and acceptance required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. The Government may unilaterally change the Project Officer designation at any time.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the contract price or extension to the contract delivery.

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 or specifications; (2) modify or extend the period of performance; (3) change the delivery schedule; or (4) otherwise change any terms and conditions of this contract.

(end of clause)

ARTICLE G.2 INVOICE SUBMISSION

(a) The Contractor shall submit an original and 2 copies of the invoice to the billing address specified in each task order. The contractor shall also submit two copies of the invoice to the Project Officer.

(b) Inquiries regarding payment of invoices should be directed to the Project Officer.

- (c) The contractor must include the following information to comply with proper invoice submission procedures pursuant to FAR 32.9.
- (1) Name and address of the contractor.
 - (2) Invoice date.
 - (3) Contract number, task order number and record of call number or other billing references required.
 - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (6) Name and address of contractor official to whom payment is to be sent (must be same as that in the contract or on a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.
- (end of clause)

ARTICLE G.3 TASK ORDER PLACEMENT PROCEDURE

The following steps will be taken in the issuance of a task order under the contracts resulting from this Travel and Conference Support Services (TCS) RFP:

Step 1. The Project Officer will forward (via e-mail or fax) the Request for Task Order Proposal (RFTOP) to all eligible firms as suggested by FAR 16.505, unless documenting an exception to the requirement to consider all firms.

The Request shall be issued on the NIH/GOV TCS Task Order Form (See Section J). The Request will contain a detailed description of the work required (which must be within the scope of the contract), evaluation criteria for selection and a required response date. (If specific evaluation factors are not identified, the factors contained in this RFP will be used.

Step 2. The contractor shall prepare a proposal (if interested in performing the work) with as much detail as required by the RFTOP and include a pricing proposal. The handling charge percentage must be specified for each task order proposal. (It is recognized that the pricing proposal are often a good faith, best estimate dependent upon the degree of specificity in the RFTOP SOW, but a firm that, in the opinion of the NIH TCS Co-coordinator, consistently or flagrantly underestimates the required number of hours or total costs will be suspended or excluded from consideration for future tasks.) The Task Order Form, signed by an authorized company representative, shall be submitted, as directed.

Step 3. The Project Officer (PO) and Contracting Official (CO) shall review all resultant proposals in accordance with the stated evaluation factors and prepare a

recommendation for award, detailing the reasons that the use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b). They will sign the Task Order Form and inscribe the appropriate accounting and appropriation reference. The CO will forward 1) the signed Task Order Form; 2) evidence of the obligation of sufficient funds and 3) source selection document to the NIH TCS Coordinator.

Step 4. The TCS Coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the Project/Contracting Officer. Any future disputes will draw upon the RFTOP and then the firm's proposal to determine the intent of the parties.

Step 5. The contractor shall submit all invoices to the billing address at originating agency as directed by the Task Order Form. Billing shall be for hours actually worked and amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. For non-NIH orders the entire NIH Fee shall be billed by the contractor with the first invoice (in no case later than 3 months after the issuance of an approved task order) and the amount remitted to NIH within 60 days of the invoice date. The Contractor shall also provide the TCS Coordinator with a copy of the final invoice and a task order closeout form (see Section J) for each task order in order to facilitate task order closeout. The final invoice and close out form shall provide the accounting activity at the originating agency with authority to deobligate unexpended funds.

Step 6. If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps. All modifications will require the signature of the NIH TCS Coordinator.

ARTICLE G.4 NIH PROCESSING FEES

For each non-NIH task order or modification approved, NIH will be paid a fee by the contractor, which will be billed to the originating Agency. NIH task orders will be numbered starting with "NTCS-". Orders for other agencies, which require the collection of a fee will be numbered "TCS-". TCS- orders will require that a fee be collected. This processing fee covers the cost of the solicitation, contract awards and administration, including, contract management, contract-wide recording, tracking, monitoring, reporting, and problem resolution. The amount of each fee will be one percent (1%) of the entire funded task order or modification amount, but not less than \$250 for each action. If the task order is canceled before work commences by the vendor, the NIH processing fee will not be charged. The fee is not refundable. If the scope of the task order is later reduced, no adjustment to previous amount or payment will be made.

The check should be sent to the NIH cashier's office at the following address:

NIH, OFM, FSB
Building 31, Room B1B23
31 Center Drive, MSC 2054
Bethesda, Maryland 20892-2054

The check must be payable to NIH and identified with the following information:

Contract Name: Travel, Conference & Administrative Services
Contract Number: (See page A.1), Task Order/Mod #
Appropriation/CAN Number: 4554/8570

A copy of the check should be sent along with the Check Report to the TCS Coordinator and DSSA Financial Analyst Team (see below). The check report will include the contract and task order numbers, the task order/modification award amount, invoice date and the amount of the processing fee. Additionally, the report must total to the amount of the check and include the check number. The information can be mailed, faxed or e-mailed to be received not later than the 10th of the following month.

If the vendor reporting requirements stated above are not met, vendors may be subject to a moratorium of their contract. During the moratorium, the vendor shall be precluded from proposing on or receiving orders under the contract.

ARTICLE G.5 DSSA FINANCIAL ANALYSIS TEAM

The financial team will have the following responsibilities: tracking gross sales, NIH sales and outside NIH sales by vendor and by contract; reconciling vendor financial reports to the Task Orders and the 1% processing fee received by the NIH, Office of Financial Management; follow-up will include contacting vendors and agencies to reconcile discrepancies.

c/o Edward Wilgus, Branch Chief
Tel: (301) 402-3070, Fax: (301) 480-1145
e-mail: WilgusE@od.nih.gov

Financial Team Address:

National Institutes of Health, OPM
DSSA FINANCIAL ANALYSIS TEAM
6011 Executive Blvd., 5th Fl.
Rockville, Maryland 20892-7663

Article G.6 - Contractor Activity Report

The vendor shall provide a yearly activity report (see below for report format). One copy of the activity report shall be provided to the NIH TCS Coordinator and a second copy to the DSSA financial analysis team. The report is to be received no later than the 10th of the following month after the end of each year of the performance period. The activity report can be mailed, delivered, e-mailed or faxed. The vendor shall include in the activity report all current task orders and task orders that were closed in the past 24 months.

Report format:

Header Info: Firm, Contract#, Reporting Period.

Line Info: Task Order#, Date, Number of Modifications, Customer Institute/Agency, TO Amount, Authorized Hours, Billed Amount and Hours, Remaining Amount and Hours, Scheduled Completion Date, (for non-NIH task orders) Fee Amt, Check# & Date to NIH, Date Cancelled Check Recorded.

ARTICLE G.7 CONTRACTOR’S POINT OF CONTACT

Please provide below the name and information for the person at your firm who will be primarily responsible for providing the required financial reports:

NAME: _____

TITLE: _____

PHONE: _____

FAX: _____

ADDRESS: _____

ARTICLE G.8 TRAVEL EXPENSES

This contract is subject to the provisions of Section 24 of Public Law 99-234 which amends the Office of Federal Procurement Policy Act to provide that Contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

***PLEASE NOTE THAT FIRMS ARE NOT AUTHORIZED TO BILL FOR PREPARATION OF TASK ORDER PROPOSALS.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT INFORMATION

Unless otherwise provided in this contract, the Contractor shall not:

- o publish
- o permit to be published
- o distribute for public consumption
- o utilize for any other purpose

any information, oral or written, concerning the information gathered, the results of, or conclusions made pursuant to, performance under this contract, without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

H.2 CONFIDENTIALITY OF INFORMATION

Any designs, equipment, concepts, which evolves from performance hereunder shall be considered as "Administratively Confidential".

The Contractor shall not disclose any confidential information obtained in the performance of this contract.[] Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's Project Officer (PO) before publications or dissemination, for accuracy of factual data and interpretation.

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is

delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>)

H.5. IDIQ OMBUDSMAN

a. In accordance with FAR 16.505(b)(4), the designated ombudsman is

Associate Director, Office of Intramural Affairs and
NIH Competition Advocate for Station Support
Building 1, Room 140
9000 Rockville Pike
Bethesda, MD 20892

b. If issues cannot be resolved by the CONTRACTING OFFICER, they are to be forwarded to the Ombudsman for review.

H.6. 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
P.L. 106-554 Section 505	2001
	2002 TBD

H.7. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with 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.

H.8. SUBCONTRACTING PROVISIONS (This applies only to large businesses)

a. Small Business Subcontracting Plan

- (1) The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or subcontractor to comply in good faith with 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 Damages-Subcontracting Plan."

b. Subcontracting Reports

- (1) The Contractor shall submit 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business
Utilization
Department of Health and Human Services

Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Contracting Officer and Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

H.9. 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 nongovernmental sources.

b. Public Law and Section No.	Fiscal Year
P.L. 106-554 Section 507)	2001
	2002 TBD

H.10. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

PART II

SECTION I-CONTRACT CLAUSES

GENERAL CLAUSES

FAR Clause	Clause Date	Clause Title
FAR52.202-1	Oct 1995	Definitions
FAR52.203-3	Apr 1984	Gratuities (Over \$100,000)
FAR52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
FAR52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
FAR52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
FAR52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
FAR52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
FAR52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
FAR52.204-4	Jun 1996	Printing/Copying Double-Sided on Recycled Paper (Over 100,000)
FAR52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
FAR52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
FAR52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
FAR52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data

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FAR52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
FAR52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
FAR52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
FAR52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
FAR52.215-19	Oct 1997	Notification of Ownership Changes
FAR52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
FAR52.219-4	Jan 1999	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
FAR52.219-7	Jul 1996	Notice of Partial Small Business Set-Aside
FAR52.219-8	Oct 1999	Utilization of Small Business Concerns (Over \$100,000)
FAR52.219-9	Oct 1999	Small Business Subcontracting Plan
FAR52.219-14	Dec 1996	Limitation on Subcontracting
FAR52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
FAR52.219-18	Jun 1999	Notification of Competition Limited to Eligible 8(a) Concerns
FAR52.219-25	Oct 1999	Small Disadvantaged Business Participation Program-Disadvantage Status and Reporting
FAR52.222-3	Aug 1996	Convict Labor
FAR52.222-26	Feb 1999	Equal Opportunity
FAR52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
FAR52.222-3	6Jun 1998	Affirmative Action for Workers with Disabilities
FAR52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era

FAR52.223-6	Jan 1997	Drug-Free Workplace
FAR52.223-14	Oct 1996	Toxic Chemical Release Reporting
FAR52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
FAR52.225-13	Feb 2000	Restrictions on Certain Foreign Purchases
FAR52.227-1	Jul 1995	Authorization and Consent
FAR52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
FAR52.227-3	Apr 1984	Patent Indemnity
FAR52.227-14	Jun 1987	Rights in Data - General (Alternate III)
FAR52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR52.229-3	Jan 1991	Federal, State and Local Taxes (Over\$100,000)
FAR52.229-5	Apr 1984	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico
FAR52.232-1	Apr 1984	Payments
FAR52.232-7	Mar 2000	Payments under Time-and-Materials and Labor-Hour Contracts
FAR52.232-8	May 1997	Discounts for Prompt Payment
FAR52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR52.232-17	Jun 1996	Interest (Over \$100,000)
FAR52.232-20	Apr 1984	Limitation of Cost
FAR52.232-23	Jan 1986	Assignment of Claims
FAR52.232-25	Jun 1997	Prompt Payment
FAR52.232-34	May 1999	Payment by Electronic Funds Transfer-- Other Than Central Contractor Registration
FAR52.233-1	Dec 1998	Disputes
FAR52.233-3	Aug 1996	Protest After Award
FAR52.242-1	Apr 1984	Notice of Intent to Disallow Costs

(\$500,00)

FAR52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
FAR52.243-3	Aug 1987	Changes - Time and Materials and Labor-Hours
FAR52.244-2	Aug 1998	Subcontracts
FAR52.245-5	Jan 1986	Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contract)
FAR52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
FAR52.249-6	Sep 1996	Termination (Cost-Reimbursement)
FAR52.249-14	Apr 1984	Excusable Delays
FAR52.253-1	Jan 1991	Computer Generated Forms
HHSAR352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
HHSAR352.224-70	Apr 1984	Confidentiality of Information
HHSAR352.228-7	Dec 1991	Insurance - Liability to Third Persons
HHSAR352.232-9	Apr 1984	Withholding of Contract Payments
HHSAR352.233-70	Apr 1984	Litigation and Claims
HHSAR352.242-71	Apr 1984	Final Decisions on Audit Findings
HHSAR 352.270-1,	Apr 1984	Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities
HHSAR352.270-6	Jul 1991	Publication and Publicity
HHSAR352.270-7	Apr 1984	Paperwork Reduction Act

NOTE: All HHSAR clause can be reviewed in full text at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=1999_register&docid=fr08ja99-34

ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

<i>CLAUSE NO.</i>	<i>CLAUSE TITLE</i>	<i>DATE</i>
52.204-02	Security Requirements	Aug 1996

52.217-08	Option to Extend Services	Nov 1999
52.223-5	Pollution Prevention and Right-To-Know Information	Apr 1998
52.224-01	Privacy Act Notification	Apr 1984
52.224-02	Privacy Act	Apr 1984
52.225-08	Duty Free Entry	Feb 2000
52.225-16	Sanctioned European Union for Country Services	Feb 2000
52.227-19	Commercial computer Software Restricted Rights	Jun 1987
52.228-05	Insurance-Work on a government Installation	Jan 1997
52.232-18	Availability of Funds	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.237-02	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.239-1	Privacy of Security Safeguards	Aug 1996

FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum" The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 days after the contract expiration date.

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through contract Expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitation (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of their contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999). (Applies only to proposals under 263-02-P(AH)-0029(c))

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

"Small disadvantaged business concern," means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) 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

(iii) 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).

(2) 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 part 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"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 (DoD), the National Aeronautics and Space Administration (NASA), 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. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price score of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

FAR Clause 52.219-70XX, SECTION 8(a) DIRECT AWARD (HHS/SBA MOU-FEBRUARY 8, 1999)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the NIH. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by Contracting Officer at time of Award]

**** (Note: Insert bracketed information for RFPs. For Contracts, insert the appropriate cognizant SBA District Office.) ****

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

- (c) The contractor agrees:
- (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
 - (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

<u>ITEM</u>	<u>NUMBER OF PAGES</u>
1. List of Incumbent Contractors	1
2. List of Firms Requesting the RFP	3
3. Subcontract Plan	7
4. Instructions for Use by NIH	2
5. Instructions for Use by Other Agencies	2
6. NIH TCS Task Order Form	2
7. TCS Task Order Form for Other Agencies	2
8. Request for Past Performance Data	2
9. NIH TCS Task Order Modification Form	1
10. TCS Task Order Modification Form for Other Agencies	1
11. Task Order Closeout Form	2

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

REPRESENTATIONS AND CERTIFICATIONS

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.

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

- (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

.....

.....
[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.

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.

52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)

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.

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.

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.

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.

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

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 _____

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.

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.

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.

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:

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

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 541611.
- (2) The small business size standard is \$6,000,000.
- (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 a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, as a part of its offeror, 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.

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.

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)

Definition.

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

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

Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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.

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.

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.

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.

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.

52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)

[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--Balance of Payments Program 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 ABuy American Act--Balance of Payments Program--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.

52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT-- ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)

[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 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, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@) 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, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

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, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.@ 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.

52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)

[Note: This provision is applicable for acquisitions valued at \$186,000 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 ATrade 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 or the Balance of Payments Program. 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 such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

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.

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:

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L.1 PREPARING THE PROPOSAL

The following instructions will establish the acceptable minimum requirements for the format and contents of a proposal.

A. Structure and Copies

A single copy of your proposals shall be submitted to the Contracting Officer.

The proposals shall be typewritten (double spaced), reproduced on letter size paper.

To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions. See page A.1 for the number of copies required.

III. BUSINESS PROPOSAL

It is recommended that the Business Proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions. Only an original and one copy of the business proposal is required.

B. Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal". Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other.

C. Authorized Signature

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 request for proposals.

D. Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the Statement of Work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interest of the Government. Alternative proposals, or deviations from any requirements of this RFP, must be clearly identified.

E. Notices

1. General Provisions- Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the contracting officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract will be included.

2. Proposal Preparation Costs- The RFP does not commit the Government to pay any cost for preparation and submission of a proposal.

3. Contracting Officer's Authority- The contracting officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. Offerors shall direct all communications to the attention of the Contracting Officer or the Contract Specialist cited on the face page of this RFP. Communications with other officials may compromise the integrity of this procurement and result in cancellation of the requirement. The Contracting Officer shall conduct the selection and award process in accordance with the regulations applicable to negotiated procurements. Prompt written notice will be given to offerors when they have been determined to be removed from further consideration and to all offerors upon award.

4. Disposition of Offers- It is understood that all proposals will become part of the official contract file.

F. Selection of Offerors

- 1) The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria listed in Section M of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- 2) The business portion of each contract proposal will be subjected to cost and/or price analysis, management analysis, etc.
- 3) The government intends to make this award without discussions but if necessary, the Contracting Officer may, in concert with the program staff, decide which proposals have a reasonable prospect of award and therefore, are included in the competitive range. Oral and/or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach and contractual terms and conditions. Best and Final Offers will be requested with the reservation of the right to conduct limited negotiations after Best and Final Offers.
- 4) Best-Buy Analysis. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
- 5) The NIH intends to award between 4 and 12 contracts but reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIH's requirements.
- 6) Despite the above procedures, NIH reserves the right to award a contract on the basis of initial offers, without discussions. Therefore, each initial offer should contain the offeror's best terms and prices.

L.2 TECHNICAL PROPOSALS

Please consult Section M of this solicitation and consider the evaluation factors by which your proposal will be judged and scored. NIH does not require extensive or lengthy technical proposals because it intends to award contracts to firms that have been adjudged to be the best value by Federal agencies in other, similar competitive requests for proposals. The technical proposals should respond to the items set forth below:

a) A brief description of the offeror's capabilities and history.

This submission may be a prepared, promotional item or written specifically for this proposal. It may be helpful to discuss the pertinent background of the principals.

b) Corporate Experience/Past Performance

The technical proposal should provide complete details on their specific, related experience, and qualifications of the organization.

For each project identified above, provide the following additional information:

1. Name of Contracting Organization
2. Contract Number
3. Contract Type
4. Description of Requirement
5. Total Contract Value
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number

Offerors will be initially evaluated on the amount of pertinent experience under existing and prior contracts for similar services.

L.4 BUSINESS PROPOSALS

1. Cost and Pricing Data

Prices, stated as a fixed hourly prices for proposed personnel shall be listed in Section B of the solicitation package for the base year and each option period.

Task orders under this contract will be individually competed and priced on time and material basis. Firms are required to propose firm-fixed hourly prices for each specified position for each year. (N.B. If a task order is going to cross multiple years, a firm may bill at the escalated rate only if they included the escalated rates in their task order proposal.)

All other costs will be treated as "pass-through" expenses and billed on an actual cost basis. The only authorized increase to the actual cost will be a "handling charge", which will be specified as a percentage on each task order proposal. At this time, firm are required to specify a handling charge ceiling percentage, which they will not exceed in any task order proposal. This figure will receive some consideration in the scoring of the Cost/Price evaluation factor. Currently, fixed-price labor costs represent about 10% of the total expenditures under these task orders but firms are advised that labor may represent a much larger portion of some tasks (meetings without included travel). Some tasks may require only a financial payment to support a foreign meeting. Firms are advised to structure their pricing to enable the pricing of a competitive and profitable proposal for vary labor/pass-through mixes.

Because cost competition is anticipated, cost and pricing data are not being requested at this time. The Government reserves the right to request such information at a later date if necessary.

2. DUNS Credit Report Offerors are requested to supply a recent Dun and Bradstreet Credit Report, if available.

3. Financial Capacity

The offeror shall indicate if they have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

4. Subcontractors

If subcontractors are proposed, please include statement from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties.
- b. What priority the work will be given and how it relates to other work.
- c. The amount of time and facilities available to this

project.

5. Proposer's Annual Report

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

6. Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. This shall be made a part of the original business proposal.

L.5 52-233-02 - SERVICE OF PROTEST (AUG 1996)

(a) Protest, 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) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from National Institutes of Health, Division of Station Support Acquisition, 6011 Executive Blvd., Rm. 529S, Rockville, Maryland 20892-7260.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

L.6 HHSAR 352.215-12 - RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

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 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 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 purposes, including the release of the information pursuant to requests under the Act.

The offeror should make each page of data it wishes to restrict with the following legend:

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

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.

L.7 PRIVACY ACT

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual who 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 any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Section 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, Section 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 opinion as a part of the review process.

L.7 FAR 52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound

management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain

and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable

relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONSSECTION M
EVALUATION FACTORS FOR AWARDM.1 Evaluation Criteria

The technical portion of the proposal (including past performance) will be the most important consideration in making the award and award without discussions is contemplated. Therefore, you are strongly encouraged to make your technical proposal as complete and specific as possible. Offerors are advised to completely address the issues contained in sections C & L.

The merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria established below. The evaluation will take into consideration the technical and administrative capabilities of the offerors in relation to the needs of the project and reasonableness of prices shown in relation to the work to be done.

IT IS NOTED THAT POINTS ARE MERELY A GUIDE FOR SOURCE SELECTION AND THE MATHEMATICAL OUTCOME IS NOT NECESSARILY DETERMINATIVE OF THE AWARDEE.

M.2 Evaluation FactorsWeightA. Technical Factors:

#1	Corporate Experience	100 Points
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Offerors must demonstrate significant organizational experience in the areas encompassed by the statement of work. This experience will be evaluated for quality and relevance to the required statement of work as a predictor of the contractor's ability to successfully perform the required work. Firms will be evaluated based on the categories listed in Section C.

Firms making a proposal for International Travel and Conference Support must address their specific knowledge and experience in visa/passport issues, international research and other agreements, and Federal tax reporting requirements.

#2 Past Performance between +10 and -10 points

- The offeror's past performance will be evaluated during evaluation of the above technical criterion by the technical evaluation panel. Offerors are responsible for forwarding the past performance survey (attachment #?) to customers and ensuring that at least three completed evaluations are received by the Contracting Officer.

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 Government will assess the relative risks associated with each offeror. 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 judgement 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 the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; 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 lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage nor disadvantage of the offeror. The following rating scheme shall be used in the evaluation of past performance information:

- +10 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.
- +5 Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Most sources of information state that the offeror's performance was good, better than average, etc., and that they would do business with the offeror again.
- 0 None - No past performance history identifiable.
- 5 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.
- 10 Poor - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. The 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.

#3 - Extent of SDB Participation Up to 10
Points maximum (Applies only to proposals
under 263-02-P(AH)-0029(c))

This factor will be evaluated as a Scored SDB participation evaluation factor with each of the criteria listed in section B being worth five (5) points. The assignment of points for this factor will consider:

(a) The extent of participation, which the offeror commits to as a goal.

(b) The past track record of that firm in fostering SDB participation.

(c) The extent to which potential SDB companies are specifically identified.

(d) The complexity and variety of the work SDB concerns are to perform.

B . Cost Factor - 2 5
Points

The prices offered in each sample task order proposal shall be evaluated and compared. Points shall be awarded in accordance with price and cost evaluation.

TOTAL POSSIBLE SCORE - 125 Points*

* Excellent past performance could result in 10 additional points and, for proposals under 263-02-P(AH)-0029(c), evaluation of the Extent of SDB Participation could result in up to 10 additional points.

**(Incumbent) CONTRACTORS FOR
TRAVEL AND CONFERENCE SUPPORT CONTRACTS**

FIRM ADDRESS	Total of Orders Placed to date
CONTRACT #	

Meridian International Center 1630 Crescent Place, NW Washington DC 20009 # 263-98-D-0017	\$1,627,940.97
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KRA Corporation 1010 Wayne Ave, Suite 850 Silver Spring, MD 20910 # 263-98-D-0018	\$3,451,472.73
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Courtesy Associates 2000 L St., NW, Suite 710 Washington, DC 20036 # 263-98-D-0016	\$43,507,735.03
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Note: The awardee of 263-98-D-0019 went out of business several years ago. They had received \$1,238,222.31 in orders.

Firms Requesting This RFP

COMPANY NAME	STREET ADDRESS	CITY, STATE ZIP
A Meeting Place	2516 Purvis Avenue	Clovis, CA 93611
AD Touch	P.O Box 663	Albion, CA 95410
ADNET Systems, Inc.	11260 Roger Bacon Drive, Suite 403	Reston, VA 20190
AFYA, Inc.	6930 Carroll Avenue, Suite 1000	Takoma Park, MD 20912
AM Business Builders	1719 Delaware Avenue, Suite 50	Wilmington, DE 19806
American Healthcare Supply Co., Inc.	2120 Keller Avenue	Charlotte, NC 28212
American Institutes for Research	10270 Columbia Pike, Suite 500	Silver Spring, MD 20910
AOC Solutions, Inc.	4084 University Drive, Suite 101	Fairfax, VA 22030
A-S-K Associates, Inc.	1505 Kasold Drive	Lawrence, KS 66047
Aspen Systems Corporation	2277 Research Blvd., MS-7E	Rockville, MD 20852
Audio Visual Cooperative	3011 Rainbow Drive, Suite 109	Decatur, GA 30034
Barrera Associates, Inc.	733 15th Street, N.W., Suite 1120	Washington, Dc 20005
BCS, Inc	5550 Sterrett Place, Suite 306	Columbia, MD 21044
BETAH Associates, Inc.	7910 Woodmont Ave., Suite 400	Bethesda, MD 20814
BHM International, Inc.	658 Quince Orchard Road, Suite 710	Gaithersburg, MD 20878
BL Seamon & Associates, Inc.	4221 Forbes Bld., Suite 245	Lanham, MD 20706
Business Center	6311 Allentown Road	Temple Hills, MD 20748
Camber Corporation	635 Discovery Drive	Huntsville, AL 35806
Camp Springs Business Center	6311-B Allentown Rd., Suite 100	Camp Springs, MD 20748
CBS, Inc.	2649 Windmere Drive	Norcross, GA 30071
CHP International	1040 North Blvd., Suite 220	Oak Park, IL 60301
CLC & Associates, Inc.	1730 North Lynn St., Suite 502	Arlington, VA 22209
Computercraft	6701 Democracy Blvd., Suite 401	Bethesda, MD 20817
Condor Communications	5520 Connecticut Avenue, NW, Lower Level	Washington, DC 20015
Courtesy Associates	2025 M St. N.W., Suite 800	Washington, DC 20036
CRC, Inc.	2010 E. Hennepin Ave., #20	Minneapolis, MN 55413
DB Consulting Group	1010 Wayne Avenue, Suite 300	Silver Spring, MD 20910
Development Services Group, Inc.	7315 Wisconsin Avenue, Suite 800E	Bethesda, MD 20814
DKW Communications, Inc.	8701 Georgia Avenue, Suite 809	Silver Spring, MD 20910
Educational Services, Inc.	1150 Connecticut Ave, NW #1100	Washington, DC 20036
Encore Management Corporation	8401 Colesville Road, Metro Plaza One,	Silver Spring, MD 20910
ETS, LLC	8639-B 16th Street, Suite 171	Silver Spring, MD 20910
Event and Conference Consultant	205 Arrowhead Lane	Eighty-Four, PA 15330
EventPro Services, Inc.	9000 Keystone Crossing, Suite 650	Indianapolis, IN 46032
Exceed Corporation	300 Professional Place, Suite 110	Lanham, MD 20706
F&F Associates	1013 N. Potomac Street	Arlington, VA 22205
Friday Systems Services, Inc.	10210 Greenbelt Road, Suite 200	Greenbelt, MD 20706
FTN Consultants	12221 Brandywine Road	Brandywine, MD 20613
G and M Associates	4927 Fayetteville Road, Suite 200	Durham, NC 27713
GCC	206 N. Centre Street	Cumberland, MD 21502

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Global Marketing Alliance	P.O. Box 1141	Boston, MA 02117
GlobeTech Exchange, Inc.	1616 Mardon Drive	Beavercreek, OH 45432
Golden Rule Marketing	757 Santa Fe Drive	Denver, CO 80204
GP & E Consulting Group	100 Baker Farm Drive	Hampton, VA 23666
HCD, International	1801 McCormick Drive, Suite 130	Largo, MD 20774
Health Systems Research, Inc.	1200 18th Street, NW, Suite 700	Washington, DC 20036
HMP Special Events & Promotions	5882 Pearl Road	Cleveland, OH 44130
Holy Matrimony	2608 Poplar Drive	Gwynn Oak, MD 21207
Hutchinson Group	455 Main Street, Suite 100	New Rochelle, NY 10801
IMRG	4550 Forbes Boulevard, Suite 130	Lanham, MD 20706
Ionic Solutions Corp.	2000 Huntington Ave., Suite 1511	Alexandria, VA 22303
IQ Solutions, Inc.	11300 Rockville Pike, Suite 800	Rockville, MD 20852
Josette & Associates, Inc.	9428 Victoria Drive, Suite B	Upper Marlboro, MD 20772
JW Associates	850 Sligo Ave., Suite 300	Silver Spring, MD 20910
Karrar Systems Corporation	494 Sycamore Avenue, Suite 204,PO Box	Shrewsbury, NJ 07702
KRA Corporation	1010 Wayne Avenue, Suite 800	Silver Spring, MD 20910
LCLM, LLC	1299 Lambertson Dr, Suite 205	Silver Spring, MD 20902
Leon Snead and Company, P.C	416 Hungerford Drive, Suite 400	Rockville, MD 20852
Lidor Company	7200 Bandini Blvd.	Commerce, CA 90040
MAIC, Inc.	1262 Smallwood Drive West, Suite 155	Waldorf, MD 20803
Managed Air Resources	3109 Maple Drive, Suite 400	Atlanta, GA 30305
MasiMax Resources, Inc.	1375 Piccard Drive, Suite 175	Rockville, MD 20852
MayaTech Corporation	8737 Colesville Road, 7th Floor	Silver Spring, MD 20910
McKing Consulting Corporation	5736 Burke Towne Court	Burke, VA 22015
MDC Consulting	2828 Da Vinci Blvd.	Decatur, GA 30034
MediTech Media Conferencing	202 Carnegie Center, Suite 102	Princeton, NJ 08540
Mendez England & Associates	5550 Friendship Blvd., Suite 230	Chevy Chase, MD 20815
MTA, Inc.	688 Discovery Drive	Huntsville, AL 35806
Natcom Marketing Communications	80 S.W., 8th Street	Miami, FL 33130
National Conference Services, Inc.	6440 Dobbin Rd, Suite C	Columbia MD 21085
Native American Management	6858 Old Dominion Drive, Suite 302	McLean, VA 22101
Palladian Partners, Inc.	1010 Wayne Ave., Suite 1200	Silver Spring, MD 20910
Panacea Consulting	1555 Wilson Blvd., Suite 600	Arlington, VA 22209
Patterson's Prof.Counseling & Consulting		
Perfectly Planned Events	15A Rockland Terrace	Lumberton, NJ 08060
Plan To Meet,LTD	500 Kind Farm Boulevard, Suite 301	Rockville, MD 20852
Point One, LLC	1215 Jefferson Davis Highway, Suite 1105	Arlington, VA 22209
Professional and Scientific Assoc., Inc.	6066 Leesburg Pike, Suite 200	Falls Church, VA 22041
Quality Support, Inc.	8201 Corporate Drive, Suite 220	Landover, MD 20785
RCP Limited	270 Brevard Avenue	Cocoa, FL 32922
Resource Applications, Inc.	9291 Old Keene Mill Road	Burke, VA 22015
SAIC	1710 SAIC Dr 1-14-16	McLean, VA 22101
Schreiber Translations, Inc.	51 Monroe Street, Suite 101	Rockville, MD 20852

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Smithlan Enterprises, Inc.	4801 University Square, Suite 23	Huntsville, AL 38316
Social & Scientific Systems	8757 Georgia Ave., 12th Flr	Silver Spring, MD 20910
SSAI	2610 Artie Street	Huntsville, AL 35805
Starzz Management Services, Inc.	900 Doolittle Drive, Suite 4A	San Leandro, CA 94577
SysTeam, Inc.	8300 Whitesburg Dr. Bldg - A	Huntsville, AL 35802
Systems III	P.O. Box 367	Bowie, MD 20719
TATC	2409 18th Street, NW	Washington, DC 20009
Technical Asst. and Training Corporation	2409 18th Street, NW	Washington, DC 20009
TerraCom	1010 Wisconsin Avenue, NW/Suite 210	Washington, DC 20007
The CDM Group, Inc.	5530 Wisconsin Avenue, Suite 1600	Chevy Chase, MD 20815
The HDC, LLC	120 Holmes Ave., Suite 304	Huntsville, AL 35801
The Iris Group	1400 Spring Street, Suite 110	Silver Spring, MD 20910
The Meetings Professionals, LLC	7177 Browns Lane	Thurmont, MD 21788
The Nelrod Company	3109 Lubbock Ave.	Fort Worth, TX 76109
The Williams McBride Group	344 East Main Street	Lexington, KY 40507
TJ & Consultants, Inc.	915 Montgomery Avenue, Suite 304	Narberth, PA 19072
TMC Design Corporation	P.O.Box 2218	Suffolk, VA 23432
TMS	18757 N. Frederick Road	Gaithersburg, MD 20878
TMSC	1133-15th Street, N.W., Suite 450	Washington, DC 20005
Tonya, Inc.	1000 Vermont Avenue, NW, 5th Floor	Washington, Dc 20005
TRI	6500 Rock Spring Drive, Suite 650	Bethesda, MD 20817
Turn Key Office Solutions	4600 North 40th Street	Arlington, VA 2207
Verche Technologies	1702 Spanish Bay Court, Suite 200	Mitchellville, MD 20721
Z-Tech Corporation	1801 Research Boulevard, Suite 102	Rockville, MD 20850

**SMALL BUSINESS “PILOT COMMERCIAL IDIQ” SUBCONTRACTING PLAN
WITH SUBCONTRACT VALUE BASELINE**

DATE OF PLAN: _____

CONTRACTOR _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____ Solicitation #263-02-P(AH)-0029 _____

ITEM/SERVICE (Description): Travel, Conference and Administrative Support
Services

TOTAL PROJECTED CONTRACT AMOUNT: \$ ___ TBD _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): ___ 2/5/03 _____

The following is the suggested model for use when developing the subcontracting plan under this Indefinite Delivery Indefinite Quantity (IDIQ) contract as required by Section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, it has been modified and is being piloted to accommodate the non-specific nature of projected business activity under the IDIQ contract type vehicle. This plan establishes target subcontracting goals, reflecting Federal socioeconomic objectives, and shall be calculated as a percent of the value of cumulative subcontract awards under Task Orders awarded. Contractors shall submit one (1) semi-annual and annual SF- 294 Report, to the Awarding Contracting Officer, reflecting total and cumulative task order business activity generated by all awarding and ordering officers under this contract. Contractors shall submit one SF- 295 Report to each agency which ordered under this contract vehicle in accordance with the special instructions for commercial plans addressed in the forms reporting instructions. Other than noted modifications, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. “SUBCONTRACT,” as used in this clause, 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 performance of the contract or subcontract.

1. Type of Plan

Pilot Commercial IDIQ products/service plan, including goals, covers the offeror's fiscal year and applies to the entire cumulative task order activity under this contract for all Federal activity.

2. Goals

Target separate percentage goals and related dollar goals, if applicable, for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned (VOSB), and "Other than small business" (Other) as subcontractors.

- a. Total estimated dollar value of ALL planned subcontracting is:
\$ ____ TBD _____
- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, and VOSB):
(% of "a") \$ ____ TBD _____ and _____ %
- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ ____ TBD _____ and _____ % Federal Subcontract Goal 5%
- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ ____ TBD _____ and _____ % Federal Subcontract Goal 5%
- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES (% of "a") \$ ____ TBD _____ and _____ %
- f. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES * (% of "a") \$ ____ TBD _____ and _____ % Federal Subcontract Goal 3%
- g. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") \$ ____ TBD _____ and _____ %

Notes: *Service-disabled veteran goal should be included as part of veteran small business goal.

- 1. Federal prime contract goals are:
SB equals 23%; SDB equals 5%; HUBZone equals 2.5%, WOSB equals 5% and VOSB equals 3% and can serve as objectives for subcontracting goal development.
- 2. SDB, WOSB, HUBZone and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

3. Program Administrator:

NAME/TITLE: _____
ADDRESS: _____
TELEPHONE/E-MAIL: _____

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, and VOSB concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, and VOSB;
- e. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, and VOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the NIH e-Portals in Commerce (e-PIC), (<http://epic.od.nih.gov/>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- c. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;
 - i.
 - j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB SDB WOSB HUBZone and VOSB concerns will have an equitable

- a. Outreach efforts to obtain sources:
 - 1) Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>), and other SBA resources and Federal agency resources; and 5) Conducting market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce (e-PIC), (<http://epic.od.nih.gov/>).
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Conducting workshops, seminars, and training programs;
 - 2) Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts: _____

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294¹, "Subcontracting Report for Individual Contracts" and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
October 1 – March 31	SF-294	3/31
April 1 – September 30	SF-294	10/30
October 1 - September 30	SF-295	10/30
Contract Completion	OF-312	30 days after report period

Special instructions for commercial plan: SF-295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

Report forms are posted at <http://sbo.od.nih.gov> under "Forms;" report forms should be completed and transmitted as follows:

Subcontracting Plan
 (Rev. October 2001)

¹ It is recommended that the data reflect cumulative subcontract dollars resulting from all task orders issued by

- a. Submit SF-294 to cognizant Awarding Contracting Officer.
- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF-295 to cognizant Awarding Contracting Officer, to other ordering Federal agencies, as appropriate and to the:

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

- d. Submit “information” copy to of the SF-295 and the SF-294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, and/or VOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract – by – contract* basis for company or division-wide commercial plans.)
- g. Additional records: _____

SIGNATURE PAGE

This commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____

DEPARTMENT OF HEALTH & HUMAN SERVICES **PHS**

NATIONAL INSTITUTES OF HEALTH
6011 Exec Blvd, Room 529S
Rockville, MD 20892-7260
Phone: 301-402-3073
FAX: 301-435-6101
e-mail- RevenisA@od.nih.gov

**NIH PROJECT OFFICER'S INSTRUCTIONS FOR
TRAVEL/CONFERENCE & ADMIN. SUPPORT CONTRACTS**

As a project officer (PO) for the above contracts, you will be responsible to ensure that all task orders (TO), modifications, receiving and resultant payments are in compliance with section G of the contract document. I would like to emphasize a few points:

- Every PO must have a one-time authorization from the contracting officer (CO) to use these contracts. If you want to request authorization, please forward your request by e-mail, approved by your supervisor, with your Institute/office, name, title, address, phone # and Fax #. Please list any PO or contract administration training completed. Along with the authorization, I will provide copies of the TO form and instructions for use.
- To initiate a task order, prepare a request for task order proposal (RFTOP) including a description of the work required, the evaluation factors and instructions for submitting a task order proposal (TOP).

*Each task order will have a distinct task order number. The number will have three fields separated by dashes. The first field will contain the characters "NTCS-". The second field will be the 2nd and 3rd characters of the record of call (ROC) number then numbered consecutively for the life of the contract from "001". Please keep a log of TO# used. (If a ROC is used for more than one PO, an alpha code may be placed in the 3rd digit to identify the appropriate PO). Modifications will be numbered with M after the TO# and numbered consecutively (e.g. modification #1 will be "M01"). The 3rd field will be entered by the NIH-TCS coordinator when the approved TO is sent to the firm & PO.

- The PO must e-mail the proposal request, with a requested response date, to all qualified firms. If a PO wants to limit the firms that be considered, they must prepare a justification in accordance with FAR 16.505 and have it approved by the contracting officer or the NIH-TCS coordinator **prior** to the release of the RFTOP
- The contractors shall prepare a Proposal with as much detail as requested by the RFTOP. Please note that these proposals may be quite brief unless additional

information is required. If additional evaluation factors are not listed, it should be assumed that price and corporate experience/past performance will have equal weight.

- The TOP shall include a price proposal with an estimated ceiling (not to exceed) amount specifying labor and pass-thru costs. Firms shall propose a specific handling charge for that task order. These price proposals may not exceed the contract terms. The hourly rates for the three labor categories will not exceed the contract rates. Handling charges shall not exceed the ceiling amount in the contract but it will often be less. Billing may not exceed the labor subtotal or TO total without a prior written modification.
- The PO will review all resultant proposals and prepare a recommendation for award, detailing the reason that use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b) (Possible factors include price, technical complexity, past performance, special knowledge or experience). The PO shall review the proposed hours and cost, and **if deemed reasonable**, sign the Task Order Form and inscribe the ROC#. The PO will forward 1) the signed Task Order Form; 2) the Record of Call (if an ROC is not used, a copy of the obligating document) and 3) a recommendation for award, to the NIH-TCS coordinator.
- The NIH-TCS coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the PO.
- The contractor will submit all invoices to the billing address (with a receiving copy to the PO) directed by the Task Order Form. Billing shall be for hours actually worked and amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. The PO will be responsible to review/approve these invoices and ensure that appropriate receiving is entered.
- Upon final payment, the PO shall assess the quality of services received (interim performance reports may also be submitted) and provide a copy of the closeout report to the NIH-TCS Coordinator.

If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps.

* If you ever have any questions, especially as we get under way, please contact me and we will figure out some sort of answer. Thank you for your interest in this requirement and I hope that these contracts prove to be advantageous.

Attachment #3

Page 3

Sincerely,

ANTHONY M. REVENIS, J.D.
NIH-TCS Coordinator

DEPARTMENT OF HEALTH & HUMAN SERVICES **PHS**

NATIONAL INSTITUTES OF HEALTH
6011 Exec Blvd, Room 529S
Rockville, MD 20892-7260
Phone: 301-402-3073
FAX: 301-435-6101
e-mail- RevenisA@od.nih.gov

**NON-NIH PROJECT OFFICER'S INSTRUCTIONS FOR
TRAVEL/CONFERENCE & ADMIN. SUPPORT CONTRACTS**

The above listed task orders (TO) contracts are available for use by all Federal agencies for a wide range of services. You may request more information by e-mail at the address above. As a project officer (PO) for the above contracts, you will be responsible to ensure that all task orders (TO), modifications, receiving and resultant payments are in compliance with section G of the contract document. I would like to emphasize a few points:

- To initiate a task order, please prepare a Request for Task Order Proposals (RFTOP)(see TO form and checklist) including a description of the work required, a list of the factors that will be used for evaluation including cost/price and past performance, instructions on the type of proposal (electronic or paper, # of copies, page limit?), the type of pricing requested, delivery instructions. You will also require an independent cost estimate, a requisition or funding assurance, and all clearances/approvals required. Consider a set-aside for small businesses or 8(a) firms. I will assign the RFTOP#.
- You should have a contracting officer (CO) help you prepare the RFTOP. You will use a contracting officer at your local agency/organization to help select the firm and determine the price is fair and reasonable. Agencies other than DHHS are eligible to use these task order contracts and are invited to do so, but will need to forward an approved Economy Act Determination (See FAR 17.5) with their RFTOP. All funds will remain at your agency and invoices will be paid from your business office. A 1% administrative fee will be charged by the contractor and then returned to NIH.
- When the RFTOP is received (via e-mail) the NIH TCS Coordinator will review it and forward it (via e-mail) to all eligible contactors.
- The contractor shall prepare a TO Proposal with as much detail as requested by the RFTOP, including a pricing/cost proposal. The contractor shall reply to any requests for specific information contained in the RFTOP. As part of their proposal the contractor will provide a task order form, signed by an authorized contractor official or you may secure it later.

- The requesting PO and CO will be responsible for reviewing and evaluating the proposals. FAR 16.505 details the procedures to ensure that all awardees are provided a fair opportunity to be considered for each task order. Negotiations may be conducted but are not required. You must document the rationale for selecting the awardee and describe that the proposed price/cost is reasonable and that the award is in the best interest of the government.
- Upon selecting a firm you must document that sufficient funds have been obligated. A billing reference number, appropriation data and invoicing directions will be entered on the task order form and both the PO and the local CO must sign the form. The task order form, the final statement of work, the obligating document, the rationale for selection shall be forwarded by fax to the address above.
- The NIH TCS Co-coordinator will review the submitted material, assign a TO number and sign the form. It will be sent by FAX, to both the Contractor and to the PO & CO.
- The contractor will submit all invoices/vouchers to the billing address (with a receiving copy to the PO) as directed by the Task Order Form. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. The PO/CO will be responsible to review/approve these invoices and ensure that payment is authorized.
- Upon final payment, the contractor shall forward a task order closeout form to the initiator and the PO/CO shall assess the quality of services received (interim performance reports may also be submitted) and provide a copy of the closeout report to the NIH TCS Coordinator and to the contractor.

If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps. Modifications may be used to provide periodic funding.

If you have any questions, especially as we get under way, please contact me. Thank you for your interest in this mechanism and I hope that these contracts prove to be useful.

Sincerely,

ANTHONY M. REVENIS, J.D.
NIH PICS Coordinator

**TRAVEL, CONFERENCE & ADMINISTRATIVE SUPPORT
NIH - TASK ORDER**

TASK ORDER # NTCS-_____ - _____

PART I - INITIATOR'S REQUEST

A. INITIATOR:

Phone- _____ Fax- _____
Address: _____

Agency-Billing Address: Accounts Payable, OFM, NIH
Bldg 31, Room B1B39
Bethesda, MD 20892-2045

B. PROPOSED PERIOD OF PERFORMANCE:

C. TASK DESCRIPTION:

D. RESPONSE DUE DATE:

TO # NTCS-_____ CONTRACT # 263-03-D-00____

PART II - CONTRACTOR'S REPLY :

Contractor:

Points of Contact:

Phone-

Fax-

Address:

TOTAL ESTIMATED COST:

TOTAL ESTIMATED NUMBER OF HOURS:

PROPOSED COMPLETION DATE:

FOR THE

CONTRACTOR: _____

Signature

Date

PROJECT OFFICER'S RECOMMENDATION:

I ADJUDGE THE ABOVE PROPOSAL TO BE REASONABLE AND RECOMMEND THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO AWARD THIS TASK ORDER. MY REASON FOR SELECTING THIS CONTRACTOR IS ATTACHED.

Billing Reference # _____

Appropriation Data: _____

RECOMMENDED:

Signature - Project Officer

Date

APPROVAL -

THE CONTRACTOR SHALL NOT EXCEED THE ESTIMATED LABOR HOURS OR ESTIMATED TASK ORDER AMOUNT WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER

FOR THE GOVERNMENT:

APPROVED:

Signature – NIH TCS Coordinator

Date

TRAVEL, CONFERENCE & ADMINISTRATIVE SUPPORT TASK ORDER (For Use by Non-NIH Agencies)

TASK ORDER # TCS-_____ - _____

PART I - INITIATOR'S REQUEST

A. INITIATOR:

Phone- _____ Fax- _____
Address: _____

Agency-Billing Address: _____

B. PROPOSED PERIOD OF PERFORMANCE:

C. TASK DESCRIPTION:

D. RESPONSE DUE DATE:

TO # TCS-_____ CONTRACT # 263-03-D-00 _____

PART II - CONTRACTOR'S REPLY :

Contractor:

Points of Contact:

Phone-

Fax-

Address:

TOTAL ESTIMATED COST:

TOTAL ESTIMATED NUMBER OF HOURS:

PROPOSED COMPLETION DATE:

FOR THE

CONTRACTOR:

Signature

Date

PROJECT OFFICER'S RECOMMENDATION:

I ADJUDGE THE ABOVE PROPOSAL TO BE REASONABLE AND RECOMMEND THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO AWARD THIS TASK ORDER. MY REASON FOR SELECTING THIS CONTRACTOR IS ATTACHED.

Billing Reference # _____

Appropriation Data: _____

RECOMMENDED:

Signature - Project Officer

Date

APPROVED:

Signature – Agency Contracting Officer

Date

APPROVAL - THE CONTRACTOR SHALL NOT EXCEED THE ESTIMATED LABOR HOURS OR ESTIMATED TASK ORDER AMOUNT WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER AND NIH TCS COORDINATOR.

FOR THE GOVERNMENT:

APPROVED:

Signature – NIH TCS Coordinator

Date

OFFERORS SHALL SEND THIS SURVEY TO THEIR MOST RELEVANT CUSTOMERS (BETWEEN 5 AND 8 CURRENT OR WITHIN THE PAST 3 YEARS). EVALUATIONS WILL BE REQUIRED FROM AT LEAST 3 FIRMS WITHIN 30 DAYS OF THE PROPOSAL DUE DATE. AN ELECTRONIC COPY IS AVAILABLE BY E-MAIL. IT IS THE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT THESE EVALUATIONS ARE RECEIVED FROM THEIR CUSTOMERS.

FORWARD THIS MESSAGE TO YOUR CUSTOMERS:

Hello -

I am Anthony Revenis, a Contracting Officer at NIH and the firm listed below is being considered for award of a large task order contract for Travel, Conference and Administrative Support Services. If you are receiving this survey, the firm has indicated that they have provided similar services to you in the past. Please take a moment to evaluate their performance below. If you have any questions, you may contact me at 301-402-3073. Your input will have a substantial impact on our award decision and help me make a sound decision on the expenditure of public funds.

Just answer using AReply to All@ command to this e-mail and enter a numerical score on the line before for each question. You are welcome to provide narrative comments if you wish. Then send the e-mail to both the evaluated firm and me. Thank you in advance for your valued input.

(This section is to be completed by the requesting firm)

Firm being evaluated: _____

Name of Evaluator: _____

Job Title or Function of the Evaluator: _____

Organization/Firm of Evaluator: _____

Telephone #: _____

Contract Number: _____

Annual Contract Amount: _____

Services Provided: _____

(This section is to be completed by the evaluator)

For each of the questions below, please assign and enter any numerical score between +10 and -10, when:

- +10 = Outstanding
- +5 = Very Satisfactory
- 0 = Satisfactory
- 5 = Barely Satisfactory
- 10 = Unsatisfactory

1. Did this firm complete your project in a timely manner? (If ongoing, has their rate of progress been satisfactory?)

SCORE _____

Comment? _____

2. Did the firm provide a high quality service or product?

SCORE _____

Comment? _____

3. Did the firm keep you informed to your satisfaction?

SCORE _____

Comment? _____

4. Were problems resolved quickly and effectively? (If no problems, enter +10)

SCORE _____

Comment? _____

5. Did the services provided by this firm represent A Good value for the money spent?@

SCORE _____

Comment? _____

TO # NTCS-_____MOD#_____ CONTRACT # 263-03-D-00_____

PART II - CONTRACTOR'S REPLY :

Contractor:

Points of Contact:

Phone-

Fax-

Address:

	Mod Amt.	Previous Total	New Total
TOTAL ESTIMATED COST:			
ESTIMATED HOURS:			
PROPOSED COMPLETION DATE:			

FOR THE

CONTRACTOR: _____

Signature

Date

PROJECT OFFICER'S RECOMMENDATION:

I ADJUDGE THE ABOVE PROPOSAL TO BE REASONABLE AND RECOMMEND THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO AWARD THIS TASK ORDER. MY REASON FOR SELECTING THIS CONTRACTOR IS ATTACHED.

Billing Reference # _____

Appropriation Data: _____

RECOMMENDED:

Signature - Project Officer

Date

APPROVAL - THE CONTRACTOR SHALL NOT EXCEED THE ESTIMATED LABOR HOURS OR ESTIMATED TASK ORDER AMOUNT WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER AND NIH TCS COORDINATOR.

FOR THE GOVERNMENT:

APPROVED: _____

Signature – NIH TCS Coordinator

Date

TO # TCS-_____ MOD# _____
00_____

CONTRACT # 263-03-D-

PART II - CONTRACTOR'S REPLY :

Contractor:

Points of Contact:

Phone-

Fax-

Address:

	Mod Amt.	Previous Total	New Total
TOTAL ESTIMATED COST:			
ESTIMATED HOURS:			
PROPOSED COMPLETION DATE:			

FOR THE

CONTRACTOR: _____

Signature

Date

PROJECT OFFICER'S RECOMMENDATION:

I ADJUDGE THE ABOVE PROPOSAL TO BE REASONABLE AND RECOMMEND THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO AWARD THIS TASK ORDER. MY REASON FOR SELECTING THIS CONTRACTOR IS ATTACHED.

Billing Reference # _____

Appropriation Data: _____

RECOMMENDED:

Signature - Project Officer

Date

APPROVED: _____

Signature – Agency Contracting Officer

Date

APPROVAL - THE CONTRACTOR SHALL NOT EXCEED THE ESTIMATED LABOR HOURS OR ESTIMATED TASK ORDER AMOUNT WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER AND NIH TCS COORDINATOR.

FOR THE GOVERNMENT:

APPROVED: _____
Signature – NIH TCS Coordinator Date

TRAVEL, CONFERENCE & ADMINISTRATIVE SUPPORT

TASK ORDER CLOSE OUT

TO # _____ CONTRACT # 263-03-D-00 _____

Contractor:

Points of Contact:

Phone-

Fax-

Address:

TOTAL ESTIMATED COST:
TOTAL AMOUNT BILLED:
AMOUNT TO DEOBLIGATE:

NUMBER OF HOURS:
HOURS BILLED:
HOURS UNUSED:

FOR THE
CONTRACTOR: _____

Signature

Date

PROJECT OFFICER'S EVALUATION:

I ADJUDGE THE ABOVE INFORMATION TO BE CORRECT:

THE ABOVE CONTRACTOR'S OVERALL PERFORMANCE ON THIS
TASK ORDER WAS:

Circle Performance Points Assigned:

+10....+9....+8....+7....+6....+5....+4....+3....+2....+1.....0.....-1.....-2.....-3.....-4.....-5.....-6.....-7.....-8.....-9.....-10

Excellent.....Good.....Adequate.....Marginal.....Poor

Performance areas to be noted are:

RECOMMENDED:

Signature - Project Officer

Date

FAX THIS FORM TO BOTH THE NIH TCS COORDINATOR AND THE CONTRACTOR.
THE CONTRACTOR MAY REPLY TO RATING WITHIN 3 BUSINESS DAYS, IF NECESSARY.