

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 71 pages

1. Purchase Authority: Public Law 92-218 as amended			
2. Request For Proposal (RFP) Number: 260-03-03	3. Issue Date: August 18, 2003	4. Just In Time: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L

6. TITLE: Development and Maintenance of a Long-Term F344 Rat Colony

7. ISSUED BY: Division of Research Acquisition, OLAO National Institutes of Health 6100 Executive Blvd., Room 6E01, MSC 7540 Bethesda, Maryland, 20892-7540	8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
---	---

9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1 until **4:00 PM local time on** December 2, 2003. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043."

10. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR DESIGNEE AT THE TIME AND PLACE SPECIFIED FOR THE DIVISION OF RESEARCH ACQUISITION, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF THE FAR CLAUSE 52-215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION" LOCATED IN THIS SOLICITATION.

11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed. In addition, the Offeror must provide an email address and a FAX number.

12. FOR INFORMATION CALL: Howard Cyrus
PHONE: 301-496-4487
COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

OFFERORS ARE RESPONSIBLE FOR ROUTINELY CHECKING THIS WEBSITE <http://ocm.od.nih.gov/drc/rfp.htm> FOR ANY POSSIBLE SOLICITATION AMENDMENTS THAT MAY BE ISSUED. NO INDIVIDUAL NOTIFICATION OF ANY AMENDMENTS WILL BE PROVIDED.

Howard Cyrus
Contract Specialist
Division of Research Acquisition, OLAO
National Institutes of Health

Detailed Table of Contents

PART I- THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	5
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5
SECTION D - PACKAGING, MARKING AND SHIPPING	6
SECTION E - INSPECTION AND ACCEPTANCE	6
SECTION F - DELIVERIES OR PERFORMANCE	6
SECTION G - CONTRACT ADMINISTRATION DATA	8
SECTION H - SPECIAL CONTRACT REQUIREMENTS	11
 PART II - CONTRACT CLAUSES	17
SECTION I - CONTRACT CLAUSES	17
 PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	23
SECTION J - LIST OF ATTACHMENTS	23
SECTION K- REPRESENTATIONS AND CERTIFICATIONS	24
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	44
1. GENERAL INFORMATION	44
a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	44
b. NAICS CODE AND SIZE STANDARD	47
c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	47
d. TYPE OF CONTRACT AND NUMBER OF AWARD(S)	48
e. ESTIMATE OF EFFORT	48
f. COMMITMENT OF PUBLIC FUNDS	48
g. COMMUNICATIONS PRIOR TO CONTRACT AWARD	48
h. RELEASE OF INFORMATION	48
i. COMPARATIVE IMPORTANCE OF PROPOSALS	48
j. PREPARATION COSTS	48
k. SERVICE OF PROTEST	48
2. INSTRUCTIONS TO OFFERORS	49
a. GENERAL INSTRUCTIONS	49
(1) Contract Type and General Clauses	49
(2) Authorized Official and Submission of Proposal	49
(3) Proposal Summary and Data Record (NIH-2043)	49
(4) Separation of Technical and Business Proposals	49
(5) Alternate Proposals	50
(6) Evaluation of Proposals	50
(7) Potential Award Without Discussions	50
(8) Use of the Metric System of Measurement	50
(9) Care of Live Vertebrate Animals	50
(10) Obtaining and Disseminating Biomedical Research Resources	51
(11) Privacy Act - Treatment of Proposal Information	52
(12) Selection of Offerors	52
(13) Small Business Subcontracting Plan	53
(14) HUBZone Small Business Concerns	54
(15) Extent of Small Disadvantaged Business Participation	55
(16) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)	56
(17) Salary Rate Limitation in Fiscal Year 2003	56
(18) Institutional Responsibility Regarding Conflicting Interests of Investigators	57
(19) Past Performance Information	58
(20) Electronic and Information Technology Accessibility	59
(21) Solicitation Provisions Incorporated by Reference	59

b.	TECHNICAL PROPOSAL INSTRUCTIONS	59
(1)	Technical Discussions	60
(2)	Technical Evaluation	61
(3)	Additional Technical Proposal Information	61
(4)	Other Considerations	62
(5)	Qualifications of the Offeror	62
(6)	Information Technology Systems Security	63
c.	BUSINESS PROPOSAL INSTRUCTIONS	64
(1)	Basic Cost/Price Information	64
(2)	Proposal Cover Sheet	64
(3)	Information Other than Cost or Pricing Data	65
(4)	Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data	66
(5)	Other Administrative Data	66
(7)	Subcontractors	68
(8)	Proposer's Annual Financial Report	68
(9)	Representations and Certifications	68
(10)	Travel Costs/Travel Policy	69
SECTION M - EVALUATION FACTORS FOR AWARD		70
1)	GENERAL	70
2)	TECHNICAL EVALUATION CRITERIA	70
3)	PAST PERFORMANCE FACTOR	70
4)	EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION	71

ATTACHMENTS

1. Packaging and Delivery of Proposal
2. Statement of Work
3. Monthly Summary Sheet of Sales
4. Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4
5. Subcontract Plan Format
6. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)
7. Disclosure of Lobbying Activities, OMB Form SF-LLL
8. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)
9. Contact Points
10. Technical Proposal Cost Information
11. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours
12. Summary of Related Activities
13. Proposal Intent Response Sheet
14. Government Notice for Handling Proposal

PART I - THE SCHEDULE

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this contract is to develop, maintain, and distribute animals from a standing colony of aged F344 rats for use by investigators in studies of aging.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, Attachment 2, dated 08/03, attached hereto and made a part of this Solicitation.

ARTICLE C.2. REPORTING REQUIREMENTS

a. Technical Progress Reports

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award.

For proposal preparation purposes only, it is estimated that two (2) copies of these reports will be required as follows:

- Monthly
- Quarterly
- Semi-Annually
- Annually
- Annually (with a requirement for a Draft Annual Report)
- Final - Upon final completion of the contract
- Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

- b. Other Reports
 - 1) Weekly Census Report
 - 2) Quarterly Health Monitoring Report
 - 3) Genetic Monitoring Report
 - 4) Postmortem Report

SECTION D - PACKAGING, MARKING AND SHIPPING

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

SECTION E - INSPECTION AND ACCEPTANCE

- 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 SECTION, Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at the National Institute of Aging, Bethesda, Maryland 20892 .

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or duly authorized representative within 30 days of receipt.

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

FAR Clause No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984)

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in Article C.1. and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C.2. will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the dates specified below:

Item	Description	Quantity	Delivery Schedule
(a)	Weekly Census Report	Electronic	Seven (7) calendar days after date of census
(b)	Quarterly Health Monitoring Report	Two (2)	Three (3) months from the date the animals were submitted for evaluation
(c)	Genetic Monitoring Report	Two (2)	Sixty (60) calendar days from the date the animals were submitted for evaluation
(d)	Complete Postmortem Report	Two (2)	Sixty (60) calendar days from the date the animals were submitted for evaluation
(e)	Monthly Summary of Sales	Two (2)	Seven (7) calendar days after each month
(f)	Semi-Annual Progress Report	Two (2)	Fifteen (15) calendar days after every six month.
(g)	Final Report	Two (2)	On or before completion of the contract

One Copy of all required reports shall be submitted to the Project Officer and one copy of items (f) and (g) shall be submitted to the Contracting Officer.

- b. The above items shall be addressed and delivered to:

[The specific information will be included in the resultant contract]

Addressee	Deliverable Item No.	Quantity
------------------	-----------------------------	-----------------

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

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

[To be specified prior to award]

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

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

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME TITLE

[To be specified prior to award]]

ARTICLE G.3. RECIPIENTS REIMBURSEMENT PROCEDURES

- a. During the course of this contract, the Contracting Officer or his duly designated representative will notify the Contractor to make certain shipments of rodents directly to specified U.S. Government Recipients; Contractor/Government Agencies/or other private organizations and the Contractor shall make such shipments as directed.
- b. The Contractor shall bill recipients directly for the rodents provided. The charges for these rodents shall be based upon the current National Institute on Aging’s price list for the items listed in an Attachment in Section J of this contract. Under no circumstances shall the Contractor bill prices other than those listed in the referenced price list. Prices listed are subject to change. Revised price lists will be issued by the Government when appropriate without the concurrence of the Contractor.
- c. The Contractor shall keep an accurate account of all payments received from recipients of rodents separate from other fiscal aspects of the contract. The Contractor shall record as credits on monthly vouchers to the Government, all payments received from the Government Grantees/Contractors/Government Agencies/or other private organizations. The income from recipients must be credited to the Government in the billing period actually received. Thus, the Contractor shall bill the Government directly for payment of contract costs and shall subtract as a credit all payments received from recipients. The actual collections from sales will be offset against the gross billing leaving a net amount due on the invoice.

The National Institute on Aging’s Project Officer may direct from time to time that shipments be made entirely at Government expense.

- d. The Contractor shall account for the contract related income separately in accordance with its own double entry accounting system. The Contractor shall submit to the Government a Monthly Summary Sheet of Sales, which is listed as an Attachment in Section J of this contract. The Contractor shall submit a copy of this Attachment each month with the Monthly Progress Report.

The administration of the contract related income shall be subject to the terms of this contract, including specifically and without limitation, the Audit--Negotiation Clause (FAR 52.215-2) of the General Clauses, and the applicable cost principles of the Federal Acquisition Regulation.

- e. The Contractor shall use the following procedures for collection of delinquent accounts:

Step 1 - Accounts 30 days past due. A copy of the invoice shall be sent to the recipient with a notation that the account is overdue and request payment.

Step 2 - Accounts 60 days past due. The Contractor shall turn the account over to a collection agency.

- f. When the completion (final) invoice is submitted on this contract, a listing of all outstanding recipient invoices shall be provided along with details as to what disposition is expected on each.

ARTICLE G.4. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

- (1) Invoices/financing requests shall be submitted as follows:

An original and one copy to the following approving official:

Contracting Officer
Division of Research Acquisition
National Institutes of Health
6100 Executive Boulevard, Room 6E01, MSC 7540
Bethesda, MD 20892-7540

- (2) One copy to the following program official:

Project Officer
National Institute of Aging
Bethesda, Md 20892

- (3) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-4487.

ARTICLE G.5. INDIRECT COST RATES

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

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

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

ARTICLE G.6. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, (1990) which can be found at <http://knownet.hhs.gov/log/contractorsguide.htm>

ARTICLE G.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15. The Contracting Officer will determine the frequency with which interim performance evaluations will be prepared. The final performance evaluation will be prepared at the time of completion of work.

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

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

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)

The primary purpose of the Department of Health and Human Services (DHHS) is to support and advance independent research within the scientific community. DHHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate DHHS grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

ARTICLE H.2. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.3. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

- a. Pursuant to Public Law(s) cited in paragraph b. , below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.4. NEEDLE EXCHANGE

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

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.5. ANIMAL WELFARE

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals. This policy may be accessed at <http://grants1.nih.gov/grants/olaw/references/phspol.htm> The Contractor shall maintain such assurance for the duration of this contract, and any subcontractors performing work under this contract involving the use of animals shall also obtain and maintain an approved Animal Welfare Assurance.

ARTICLE H.6. INTRODUCTION OF RODENTS AND RODENT PRODUCTS

No rodent or rodent product shall be delivered into the NIH environment directly, or through collaborative research or holding facilities under contract except by permit. Direct shipments to NIH from an approved commercial vendor will be considered exempt. Non-exempt sources must be approved by permit issued through the National Center for Research Resources, (NCRR). The permit must be obtained by the Contractor prior to the shipment to NIH of the rodents and/or rodent products. The Contractor must be sure that this permit exists and is current before transferring rodents or rodent products into the NIH environment. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Applications for permits should be submitted not less than 30 days prior to shipping date to: NIH Veterinary Resources Program (VRP), National Center for Research Resources (NCRR), Scientific Services Branch, Laboratory Sciences Section, Building 28A, Room 106, 28 Library Dr MSC 5210, Bethesda, MD 20892-5210, (301) 496-2527.

ARTICLE H.7. SUBCONTRACTING PROVISIONS

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) Subcontracting Report for Individual Contracts, SF-294

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

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

April 30th
October 30th

The Report shall be sent to the Contracting Officer at following address:

Contracting Officer
Division of Research Acquisition, OLAO
National Institutes of Health
6100 Executive Boulevard, Room 6E01, MSC 7540
Bethesda, MD 20892-7540

(2) **Summary Subcontract Report, SF-295**

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

October 30th

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

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey 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 Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 606-4000, X234 for the correct address if unknown.

ARTICLE H.8. SALARY RATE LIMITATION LEGISLATION PROVISIONS

a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future HHS appropriation acts.

b. **Public Law No.** **Fiscal Year** **Dollar Amount of Salary Limitation***

[Applicable information to be included at award]

** Currently this amount is \$166,700 and will remain at this level until such time as the Executive Level I is increased. See the following web site for Executive Schedule rates of pay:*

LINK to EXECUTIVE SCHEDULE SALARIES: <http://www.opm.gov/oca/PAYRATES/index.htm>
(Click on "Executive Schedule" for the current Fiscal Year's salary rate or scroll down to the "General Schedule Salary Tables from Previous Years" to locate the Executive Level salary rates from previous years.)

ARTICLE H.9. PUBLICATION AND PUBLICITY

The Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute on Aging, National Institutes of Health, Department of Health and Human Services, under Contract No. _____."

ARTICLE H.10. 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 Period Covered**

[Applicable information to be included at award]

ARTICLE H.11. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

ARTICLE H.12. 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):

a. 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)

ARTICLE H.13. ANTI -LOBBYING

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

b. Contract funds shall not be used to pay salary or expenses of the Contractor or any agent acting for the Contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. **Public Law and Section No. Fiscal Year Period Covered**

[Applicable information to be included at award]

ARTICLE H.14. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help Contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research resources" are used interchangeably and have the same meaning.

ARTICLE H.15. INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

The contractor agrees to comply with the Information Technology (IT) systems security and/or privacy specifications set forth herein; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites:

Computer Security Act of 1987: http://csrc.ncsl.nist.gov/secplcy/csa_87.txt
OMB A-130, Appendix III: <http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>
DHHS AISSP Handbook: <http://irm.cit.nih.gov/policy/aissp.html>

The contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract. Failure to comply with these requirements shall constitute cause for termination.

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

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

a. Required IT Systems Security Training

The contractor shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov/>) prior to performing any work under this contract.

The contractor shall maintain a listing by name and title of each individual working under this contract who has completed the NIH required training. Any additional security training completed by contractor staff shall be included on this listing. The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.

b. Position Sensitivity Designations

The Government has determined that the following position sensitivity designations and associated clearance and investigation requirements apply under this contract:

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

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

Contractor employees in AIS-related positions shall comply with the DHHS criteria for the assigned position sensitivity designations prior to performing any work under this contract.

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

c. Commitment to Protect Sensitive Information

(1) Contractor Agreement

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

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

(2) Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to sensitive information under this contract shall complete the attachment entitled, "Commitment To Protect Non-Public Information - Contractor Agreement," which is referenced in Section J of this contract and available at: <http://irm.cit.nih.gov/security/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

ARTICLE H.16. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

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

The standards applicable to this requirement are identified in the Statement of Work.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

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

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

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

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 2003	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Dec 2002	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)

52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Jun 2003	Toxic Chemical Release Reporting
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Jun 2003	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-3	Apr 1984	Patent Indemnity
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Feb 2002	Prompt Payment, Alternate I (Feb 2002)
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)

52.245-5	Jun 2003	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

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

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - Rev. 6/2003].

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

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

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

FAR Clause 52.215-15, PENSION ADJUSTMENTS AND ASSET REVERSIONS (DECEMBER 1998), FAR Clause 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCTOBER 1997) and 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCTOBER 1997), are deleted in their entirety.

ALTERNATE IV (OCTOBER 1997) of FAR Clause 52.215-21, REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCTOBER 1997) is added.

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor. **Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, (unless otherwise noted), 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.

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

- (1) FAR 52.215-17, Waiver of Facilities Capital Cost of Money (OCTOBER 1997).
- (2) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).
"(c) Waiver of evaluation preference.....
[] Offeror elects to waive the evaluation preference."
- (3) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003).
"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of ten (10) percent to the price of all offers, except--..."
- (4) FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCTOBER 1999).
- (5) FAR 52.227-14, Rights in Data - General (JUNE 1987).
- (6) Alternate V (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).
Specific data items that are not subject to paragraph (j) include: None.
- (7) FAR 52.230-2, Cost Accounting Standards (APRIL 1998).
- (8) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999).
- (9) FAR 52.242-3, Penalties for Unallowable Costs (MAY 2001).

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

(1) HHSARS 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

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

The following clause is attached and made a part of this contract:

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

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

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

This contract incorporates the following clause in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

a. **FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS** (APRIL 2003)

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

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

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of Proposal, September, 1997, 2 pages.
2. Statement of Work, August, 2003, 7 pages.
3. Monthly Summary Sheet of Sales, May, 1991, 1 page.
4. Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4⁴, May, 1997, 5 pages.
5. Subcontract Plan Format ³, March, 2003, 8 pages.
6. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April, 1984, 1 page.
7. Disclosure of Lobbying Activities, OMB Form SF-LLL², December, 1989, 3 pages.
8. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June., 1982, 2 pages.
9. Contact Points², July, 1991, 1 page.
10. Technical Proposal Cost Information¹, December, 1988, 1 page.
11. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September, 1992, 2 pages.
12. Summary of Related Activities¹, March, 1984, 1 page.
13. Proposal Intent Response Sheet⁵, March, 1984, 1 page.
14. Government Notice for Handling Proposals¹, January, 2001, 1 page.

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this RFP.
5. Complete this form as soon as possible and return as indicated on the form.

PART IV - SECTION K

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

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

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

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

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
.....
.....
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
.....
.....
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

1. 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.

- 2. 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.
- 3. 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.

4. 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.

5. 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 _____

6. Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

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

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

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

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

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

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

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are , are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

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

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

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

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

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

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

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

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

(b) **Representations.**

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

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

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

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

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

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

1. 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

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

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
 - (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

(d) **Notice.**

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

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

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

(a) **Definition**

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

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

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

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

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

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

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

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

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

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

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

The ten targeted industries are as follows:

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

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

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

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

(b) **Representations.**

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

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

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

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

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

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and

- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

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

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

- (3) Address. The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

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

a. *Definition.*

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

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

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

Listed End Product

Listed Countries of Origin

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

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

or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. **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.

14. **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.

15. **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.

16. **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.

17. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

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

- (a) The following certification shall be checked:

CERTIFICATION

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

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

18. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

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

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

19. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 2000)**

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

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

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under

section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

20. **52.225-2 BUY AMERICAN ACT CERTIFICATE (MAY 2002)**

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

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

(b) Foreign End Products:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

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

21. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT CERTIFICATE (MAY 2002)**

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

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

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

NAFTA Country or Israeli End Products:

Line Item No.: _____

Country of Origin: _____
(List as necessary)

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

Other Foreign End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

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

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

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

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

Canadian End Products:

Line Item No.: _____
(List as necessary)

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

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

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

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

22. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (MAY 2002)**

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

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

Other End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

23. **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.

24. **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:

25. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

- (c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

The offeror hereby certifies that:

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

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

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

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

- (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.
- (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

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

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

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall

indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

YES NO

26. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

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

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

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

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

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

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

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is , is not currently in

effect.

- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

28. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

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

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(1) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(2) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) *Restriction on disclosure and use of data.* 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. The legend reads:

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

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

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

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (1) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

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

- (2) 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.
- (f) *Contract award.* The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (1) The Government may reject any or all proposals if such action is in the Government's interest.
 - (2) The Government may waive informalities and minor irregularities in proposals received.
 - (3) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (4) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (5) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

- (6) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (10) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

b. NAICS CODE AND SIZE STANDARD

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

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 112990.
- (2) The small business size standard is \$750,000.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Section I.3., offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23.

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 FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

AN OFFEROR WHO ELECTS TO WAIVE THIS EVALUATION ADJUSTMENT MUST SPECIFICALLY INDICATE WITH A STATEMENT TO THIS EFFECT ON THE COVER PAGE OF ITS BUSINESS PROPOSAL.

d. **TYPE OF CONTRACT AND NUMBER OF AWARD(S)**

It is anticipated that one award will be made from this solicitation and that the award will be made on/about July 1, 2004.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement completion type contract with a period of performance of nine (9) years and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

e. **ESTIMATE OF EFFORT**

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 139,360 labor hours. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

f. **COMMITMENT OF PUBLIC FUNDS**

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

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

h. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

i. **COMPARATIVE IMPORTANCE OF PROPOSALS**

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

j. **PREPARATION COSTS**

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

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

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

Contracting Officer
Division of Research Acquisition, OLAO
National Institutes of Health
6100 Executive Blvd, Room 6E01, MSC 7540
Bethesda, MD 20892- 7540

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

(End of Provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

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

(1) Contract Type and General Clauses

It is contemplated that a cost-reimbursement completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

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

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 and as specified in SECTION J, List of Attachments.

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 and as specified in SECTION J, List of Attachments.

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

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

(4) 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, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, TECHNICAL PROPOSAL

COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). However, the technical proposal should **not** include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **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 interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(6) **Evaluation of Proposals**

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

(7) **Potential Award Without Discussions**

The Government intends to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) **Use of the Metric System of Measurement**

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

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

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

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

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

(9) **Care of Live Vertebrate Animals**

- a. The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects - (SEPTEMBER 1985)

The National Institutes of Health (NIH) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a NIH award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), a written Animal Welfare Assurance which commits the organization to comply with the provisions of the NIH Policy on Humane Care and Use of

Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the NIH Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OER, OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW, may be contacted at Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies of the NIH Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

b. The following information must be included in the offerors technical proposal:

- identification of the species and approximate number of animals to be used;
- rationale for involving animals, and for the appropriateness of the species and numbers used;
- a complete description of the proposed use of the animals;
- a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals; and
- a description of any euthanasia method to be used.

c. If an Animal Assurance is already in place, the offeror's proposal shall include:

- The Animal Welfare Assurance number.
- The date last certified by OLAW. (i.e. assurance letter from OLAW)
- Evidence of recent AAALAC Accreditation.

(10) Obtaining and Disseminating Biomedical Research Resources

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH Contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the public and private sectors (disseminating research tools); and 2) Restrictions to accept as a conditions of receiving access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]) will be included in any contract awarded from this solicitation. It can be found at the following website: <http://ott.od.nih.gov/NewPages/64FR72090.pdf>.

(11) Privacy Act - Treatment of Proposal Information

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

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) 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 301 and Title IV of the PHS Act, as amended.

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

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

(12) Selection of Offerors

- a) The acceptability of the technical portion of each proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost realism and price analysis.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government determines that discussions are necessary, the Contracting Officer will determine the competitive range. The oral or written discussions will be conducted with all offerors in the competitive range. Pursuant to FAR 15.306(c)(2), the competitive range may be limited for purposes of efficiency. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision.

- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. The process will take into consideration the results of the technical evaluation, cost realism analysis, past performance evaluation, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the offeror whose proposal provides the best value to the Government, technical merit, cost, and other factors considered.
- f) The Government 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 Government requirements. Synopses of awards exceeding \$25,000 will be published in the FedBizOpps.

(13) Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment five (5) to this RFP is an example of such a plan.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HubZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

- d) Each plan must contain the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and/or Service Disabled Veteran-Owned Small Business Concerns.
 - (4) A description of the method used to develop the subcontracting goals.
 - (5) A description of the method used to identify potential sources for solicitation purposes.
 - (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
 - (8) A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
 - (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
 - (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
 - (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

(14) **HUBZone Small Business Concerns**

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

(15) **Extent of Small Disadvantaged Business Participation**

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes. Credit under this evaluation factor is not available to SDB concerns that receive a Price Evaluation Adjustment (PEA) under FAR 19.11. Therefore, an SDB will be evaluated on this factor only if that SDB concern waives the PEA. **Waiver of the price evaluation adjustment shall be clearly stated in the proposal.**

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) code, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at:

<http://www.sba.gov/size>

The Department of Commerce website for the annual determination is:

<http://www.arnet.gov/References/sdbadjustments.htm>.

Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Subsector(s). The applicable authorized NAICS Subsector for this project is identified elsewhere in this RFP. A total target for SDB participation by the prime Contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the Business Proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**

If the evaluation factor in this solicitation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given (in addition to the narrative describing the plan for meeting the targets) follows:

EXAMPLE

Targets for SDB Participation - NAICS Subsector 223

	SDB Percentage of Total Contract Value	SDB Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime * (Includes joint venture partners and team arrangements)	10%	\$100,000
SDB Participation by subcontractors	15%	\$150,000

*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential prime Contractor, or a potential prime Contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

(16) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)

The primary purpose of the Department of Health and Human Services (DHHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. DHHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate DHHS grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

(17) Salary Rate Limitation in Fiscal Year 2003

Offerors are advised that pursuant to P.L. 108-7, no NIH Fiscal Year 2003 (October 1, 2002 - September 30, 2003) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 108-7 applies only to Fiscal Year 2003 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 108-7 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level I.*"

***LINK TO EXECUTIVE SCHEDULE SALARIES:** <http://www.opm.gov/oca/PAYRATES/index.htm>

Note: If this award is made in Fiscal Year 2004, the current Fiscal Year 2003 Salary Rate Limitations should be adhered to in the preparation of your proposal. All costs associated with any resultant contract award will be required to be in compliance with the current Fiscal Year 2003 limitations and will be subject to change based on Fiscal Year 2004 Salary Rate Limitations.

(18) **Institutional Responsibility Regarding Conflicting Interests of Investigators**

EACH INSTITUTION MUST:

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, Contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
 - 1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
 - 2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
 - 3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
 - 4) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- (i) public disclosure of significant financial interests;
 - (ii) monitoring of research by independent reviewers;
 - (iii) modification of the research plan;
 - (iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
 - (v) divestiture of significant financial interests; or
 - (vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

(19) Past Performance Information

- a) Offerors shall submit the following information as part of their **business proposal**.

A list of the last 5 contracts completed during the past three years and all contracts awarded that are similar in nature to the solicitation work scope. Contracts listed may include those entered into by the Federal Government, agencies of state and local Governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as any contract over \$500,00.

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

(20) Electronic and Information Technology Accessibility

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194) require that all EIT acquired must ensure that:

- a. Federal Employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
- b. Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individual with disabilities.

This requirement includes the development, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards,

Further information about Section 508 is available via the Internet at <http://www.section508.gov>.

(21) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- b) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- c) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) **Technical Discussions**

The technical discussion included in the technical proposal should respond to the items set forth below:

a) **Statement of Work**

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

(1) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

-The specific items or expertise they will provide.

-Their availability to the project and the amount of time anticipated.

-Willingness to act as a consultant.

-How rights to publications and patents will be handled.

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) **Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M, of this RFP).

(3) **Additional Technical Proposal Information**

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) **Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

(5) **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b) **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

(6) **Information Technology Systems Security**

a) **Sensitivity and Security Level Designations.**

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

(1) Category of Safeguarded Information

The category of safeguarded agency information that the successful offeror will develop or access shall be NonSensitive Information.

(2) Security Level Designations

The information that the successful offeror will develop or access shall be as follows:

- The **Sensitivity** of the data - Level 1
- The **Operational Criticality** of the data - Level 1
- The **Overall Security** for the requirement - Level 1

(3) Position Sensitivity Designations

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

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

Contractor employees assigned to a Level 1C position are subject to a National Agency Check and Inquiry Investigation (NACI). Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

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

The offeror's proposal must:

- (1) Include a detailed outline (commensurate with the size and complexity of the requirements of the SOW) of its present and proposed IT systems security program;
- (2) Demonstrate that it complies with the AISSP security requirements, the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems;" and the DHHS AISSP Handbook. At a minimum, the offeror's proposed information technology systems security program must address the minimum requirements identified in the DHHS AISSP Handbook, Exhibit III-A, Matrix of Minimum Security Safeguards that correspond with the Overall Security Level identified herein.

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

c) Required Training for IT Systems Security

DHHS policy requires that contractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements. The successful offeror will be responsible for assuring that each contractor employee has completed the following NIH Computer Security Awareness Training course prior to performing any contract work: <http://irtsectraining.nih.gov/>. The contractor will be required to maintain a listing of all individuals who have completed this training and submit this listing to the Government. Additional security training requirements commensurate with the position may be required as defined in OMB Circular A-130 or NIST Special Publication 800-16, "Information Technology Security Training Requirements." These documents provide information about IT security training that may be useful to potential offerors.

d) References

The following documents are electronically accessible:

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

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

(2) Proposal Cover Sheet

The following information shall be provided on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
2. Name and address of Offeror;
3. Name and telephone number of point of contact;
4. Name, address, and telephone number of Contract Administration Office, (if available);
5. Name, address, and telephone number of Audit Office (if available);
6. Proposed cost and/or price; profit or fee (as applicable); and total;
7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
8. Date of submission; and
9. Name, title and signature of authorized representative.

This cover sheet information is for use by offerors to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

(3) **Information Other than Cost or Pricing Data**

- a) The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items. Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

[Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.]

- b) The information submitted shall be at the level of detail described below.

1. **Direct Labor**

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

2. **Materials**

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

3. **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

4. **Raw Materials**

Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

5. **Purchased Parts**

Includes material items not covered above. Provide priced quantities of items required for the proposal.

6. **Fringe Benefits**

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

7. **Indirect Costs**

Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

8. **Special Equipment**

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

9. **Travel**

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

10. **Other Costs**

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

(4) **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** [FAR Clause 52.215-20 (October 1997)]with its **ALTERNATE IV (OCT 1997)** which replaces the basic text of the provision with the following:

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described above in (3).

(5) **Other Administrative Data**

a) **Property**

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
 - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

b) **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38, (May 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

c) **Financial Capacity**

The offeror shall indicate if it has 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.

d) **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

e) **Facilities Capital Cost of Money**, FAR 52.215-16, (October 1997)

(This is applicable if you are a commercial organization.)

- (a) Facilities capital cost of money [(see FAR 15.408(h)] will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

- The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

(6) **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

(7) **Proposer's Annual Financial Report**

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

(8) **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. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

(9) Travel Costs/Travel Policy

a) Travel Costs - Commercial

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b) Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

SECTION M - EVALUATION FACTORS FOR AWARD

1) GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined are significantly more important than cost or price. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2) TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

Facilities (40 points)

Suitability of facilities for re-derivation, breeding and maintenance of the mouse strains required in this project. This includes, but is not limited to; a minimum of two helicobacter-free barrier facilities; demonstrated effectiveness of environment controls; demonstrated effectiveness of back-up support system for barrier facility; and a demonstrated system of effective customer service and animal distribution system.

Experience: (40 points)

Documented evidence of experience in breeding, rearing and maintaining animal colonies of similar magnitude and having similar health and environmental requirements; the documented capability to re-derive the breeding mice by cesarean section or embryo transfer; the demonstrated ability to maintain an effective barrier for an extended period (9 years or more); evidence of a corps of personnel trained in breeding, rearing, and maintaining animal colonies having similar health and environmental requirements; and demonstrated capability of effective customer service and ability to distribute animals to investigators in a safe and timely manner. Where on-the-job training is indicated for new employees, give particulars on training program and instructors.

Awareness: (20 points)

A demonstrated awareness of problems and complications likely to be observed in the conduct of this project and methods to address them, particularly, the knowledge of the importance of maintenance of the high standard of health and genetic purity. Suitability of a plan to deal with accidental contamination or environmental emergencies.

3) PAST PERFORMANCE FACTOR

An evaluation of offeror's past performance information will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than past performance.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

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 judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as 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 Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant 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 method shall be used in the evaluation of past performance information:

- +2 **Excellent** - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. 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.
- +1 **Good** - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. 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.
- 1 **Marginal** - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.
- 2 **Poor** - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. Sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

4) **EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION**

SDB participation will not be scored, but the Government's conclusions about overall commitment and realism of the offeror's SDB Participation targets will be used in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered to offer the best value to the Government.

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. Evaluation of SDB participation will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

- (a) Extent to which SDB concerns are specifically identified.
- (b) Complexity and variety of the work SDB concerns are to perform.
- (c) Realism of the proposal.
- (d) Extent of participation of SDB concerns in terms of the value of the total acquisition.

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

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

"RFP NO. 260-03-03 TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

NUMBER OF COPIES

A. TECHNICAL PROPOSAL

ORIGINAL* AND TWO (02) COPIES TO:

If hand-delivered or delivery service

Howard Cyrus
Contract Specialist
Division of Research Acquisition, OLAO
National Institutes of Health
6100 Executive Boulevard, Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Howard Cyrus
Contract Specialist
Division of Research Acquisition, OLAO
National Institutes of Health
6100 Executive Blvd, Room 6E01 MSC 7540
Bethesda, MD 20892-7540

SIX (06) COPIES TO:

If hand-delivered or delivery service

Mary Nekola
Special Review Office, NIA
National Institutes of Health
Gateway Building
7201 Wisconsin Avenue, Rm 2C212
Bethesda, Maryland 20892

If using U.S. Postal Service

Mary Nekola
Special Review Office, NIA
National Institutes of Health
Gateway Building
7201 Wisconsin Avenue, Rm 2C212
Bethesda, Maryland 20892

B. BUSINESS PROPOSAL ORIGINAL* AND FOUR (04) COPIES TO:

If hand-delivered or delivery service

Howard Cyrus
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Howard Cyrus
National Institutes of Health
Division of Research Acquisition, OLAO
6100 Executive Blvd., Room 6E01 MSC 7540
Bethesda, MD 20892-7540

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.

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

STATEMENT OF WORK FOR SOLICITATION PURPOSES

“Development and Maintenance of a Long-Term F344 Rat Colony”

1. BACKGROUND

NIA funded research programs using rodents to model aging processes and age-related diseases in humans require animals of defined genotype and controlled environmental and health status. Only with the meticulous, long-term control of genetic and environmental variables is it possible to maintain relevant animal models that may be used to study many of the biological and behavioral processes in aging. Therefore, a continuous supply of genetically defined, well characterized inbred and hybrid laboratory animals is essential for a program of research on aging.

- ***Note: In 1997, NIA awarded a 9-year contract for the development and maintenance of a colony of genetically defined aged F344 rats. The Statement of Work for that contract, N01-AG-7-2113, stated that another 9-year contract for continuation of this project would be awarded at the start of the seventh year of that contract. This RFP is for development of that continuation contract.***

2. OBJECTIVE(S)

The objective is to develop, maintain and distribute a standing colony of aged, genetically defined F344 rats for use by investigators in studies of aging. This colony is to be developed and maintained within controlled and defined barrier environments where animals are monitored and characterized for disease status and markers of genetic purity. This colony is intended to replace the existing aged F344 rat colony developed under NIA contract N01-AG-7-2113.

3. WORK TO BE PERFORMED

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary services, qualified personnel, materials, facilities and equipment not otherwise provided by the Government as needed to perform the work described below.

Specifically, the Contractor shall develop, maintain and distribute a standing colony of aged F344 rats for use by investigators in studies of aging. The expected duration of this colony, and therefore of this contract, is nine years. During years 1 through 2, animals shall be entered into the colony, but few animals shall be removed from the colony except for the purposes of monitoring health and genetic purity. However, if the need should arise, animals may be distributed from the colony at anytime at the direction of the Project Officer. During years 3 through 7, animals shall continue to be entered into the colony and animals shall be distributed to investigators. This should be a period of stable operation with young animals entering the colony at approximately the same rate as older animals leave the colony due to distribution and normal attrition. The final two year period, years 8 and 9, will serve as the colony close-out period. Animals shall be maintained and disbursed, but entry of animals shall cease at the beginning of year 8 or when entries begin in a renewal contract colony. Thus the population in this contract colony will decline over the two year period to a point of near zero or very few animals at the end of year nine.

The colony population at the end of each year of the nine year period should be approximately as follows:

YEAR 1	8,000	YEAR 4	28,000	YEAR 7	28,000
YEAR 2	20,000	YEAR 5	28,000	YEAR 8	16,000
YEAR 3	28,000	YEAR 6	28,000	YEAR 9	NEAR 0

This animal colony shall be divided into two, approximately equal, separate segments. Each segment shall be maintained behind a totally independent barrier, specific pathogen- and parasite free, for the entire contract period. Both segments shall specifically be in helicobacter-negative barriers. The purpose of colony division is to insure the survival of at least one half of the colony in the event of pathologic breach of a barrier, genetic contamination, mechanical failure of environmental maintenance systems, or accidental disaster such as fire, or flood. Total independence of colony segments therefore means separation of buildings, power systems and back-up systems, environmental controls (heat, air conditioning, and air filtration) and breeding stock. Each barrier

shall have an independent back-up generator and alarm system in case of loss of power. Each colony segment shall be maintained solely within its barrier facility without intermingling. More specifically, the Contractor shall perform the following:

I. Breeding Colony Development

The Contractor shall acquire, when necessary, F344 breeding stock and shall re-derive the stock by cesarean section or embryo transfer. The Contractor shall provide to the Project Officer documentation of the cesarean derivation and genetic history of the foundation stock for the aging colony. All animals obtained for this contract and produced under this contract, including all breeding rats and all rats entered into the aging colonies, shall be the property of the Government.

The numbers of breeding rats to be maintained shall be at a level that permits the entry to the aging colony of male and female weanling rats at the rate directed by the Project Officer. Each barrier shall house approximately one half, by age and gender, of all animals entered into the aging colony. The Government may alter the number of entries as research demands change during the performance period. Alterations in the number of rats entered require the specific written approval of the Contracting Officer. The initial aging colony entry levels shall be 1200 males and 500 females per month to be split approximately equally between the two barriers.

II. Breeding Colony Maintenance

The foundation animals for each colony segment shall be re-derived by cesarean section or embryo transfer, shall be entered from isolators into the barrier system without contamination by pathogens or parasites, and shall be maintained as such. Discrete space within the re-derivation area shall be provided for re-derivation of the rats. No other animals shall be housed within an isolator housing the rats from this contract, other than this contract's animals and foster mothers. Foster mothers shall be of a strain that is easily distinguished from the F344 rats by both color and genetic markers.

- 1) Note: the choice of strain(s) to be used for foster mothers should be included the proposal and shall require approval by the Project Officer.

Health monitoring shall be performed on the colony of rats to be used as foster mothers within 60 calendar days before the initiation of re-derivation and the results of that monitoring shall be provided to the Project Officer within 10 calendar days of the receipt by the Contractor. This health monitoring shall specifically include helicobacter status.

Discrete space shall be provided for the breeding and aging colonies within each segment barrier. Breeding colony animals shall be removed from the barrier only for monitoring of genetic purity or colony health, or for other purposes as directed by the Project Officer. In both colony segments no other types of animals other than mice and rats and no other types of activity other than colony maintenance and breeding shall be permitted in the barrier rooms used to breed and maintain the F344 rat colony as specified. Breeding and maintenance of commercial colonies of mice and rats is permissible within the barrier rooms housing the NIA colonies, but activities such as surgery or euthanasia are not permissible within the same rooms as the NIA colonies. Breeding colony maintenance shall conform to the following requirements.

- A. The strain or sub-strain produced under this contract shall initially be approved by, and shall not be changed, except on direct written authority of the Contracting Officer.
- B. Breeding and recording of pedigrees of animals shall conform to the standards established for laboratory rats by the Institute for Laboratory Animal Resources (ILAR) "Guide for the Care and Use of Laboratory Animals" (<http://www.nap.edu/books/0309053773/html/index.html>).
- C. Litters larger than 10 shall have the smallest pups culled within 5 days of birth to bring the litter size down to 10; animals from litters smaller than 4 shall be excluded from introduction into the aging colony and shall be euthanized.
- D. Mating, isolation, and primary enclosures shall meet or exceed minimum floor space requirements per rat, and population size per cage as stated in the ILAR "Guide for the Care and Use of Laboratory Animals". Solid bottom cages shall be used for all breeding and maintenance cages. All primary enclosures and bedding type for all

breeding and aging colony rats shall require the prior approval of the Project Officer. Mating cages shall be numbered consecutively.

- E. Records of date of birth, health, breeding, genetic monitoring, environment, and colony monitoring shall be maintained by the Contractor for the entire contract period. These records shall be supplied to the investigators upon request by the Project Officer.
- F. All cages of rats shall be permanently identified by their genotypes, sex, and age. Age shall be denoted as month/year of birth with the additional notation on the cage card of the week of the month when born, such as week 1, week 2, etc. Recombination or consolidation of cages is prohibited. Breeder rats shall have their tails tattooed with the month and year of birth.
- G. No animal shall be medicated during any part of the breeding or maintenance period except on specific instruction of the Project Officer.
- H. The breeder rats shall be retired and replaced when they reach 9 months. The Contractor shall add male retired breeders to the aging colony at the approximate rate of 75-100 per month. Female breeders shall be euthanized upon retirement unless otherwise directed by the Project Officer.
- I. The Contractor shall provide for positive assurance of genetic quality control, by micro-satellite testing of a sample of the breeder rats to detect genetic contamination. Procedures for genetic quality control are subject to the prior written approval of the Project Officer. This testing shall be performed on foundation stock within sixty (60) calendar days after re-derivation and on breeder rats semiannually thereafter, unless otherwise directed by the Project Officer. The Contractor shall notify the Project Officer immediately of any genetic monitoring results not consistent with strain purity.

III. Maintenance of the Aging Colony

- A. Rats shall be weaned at approximately 4 weeks of age and each rat shall be permanently marked by tail tattoo to identify month and year of birth using codes specified by the Project Officer. Rats born in excess of the number required to meet defined levels of entry into the aging colony shall be euthanized unless otherwise directed by the Project Officer.
 - Note: the method and equipment used for euthanasia should be described in the proposal. Euthanasia protocols must conform to PHS policy as described in <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-02-062.html>.
- B. Weaned rats shall be separated by sex at weaning and held in lots of 3 animals per cage. Caging must meet current ILAR and Department of Health and Human Services (DHHS) (<http://grants.nih.gov/grants/olaw/references/phspol.htm>) standards. Cage cards shall be color coded by year to identify age cohorts. Recombination or consolidation of cages is prohibited.
- C. The weanling rats shall be from barrier maintained parents and shall be maintained within the barrier until scheduled for removal (shipment or sacrifice) or natural expiration of the animal. Animals shall be removed from the barrier only for shipment to investigators at the direction of the Project Officer, for monitoring of genetic purity or colony health, or for other purposes as directed by the Project Officer.
- D. Weaned rats assigned to the aging colony shall receive a laboratory animal feed, the formulation of which is consistent with NIH31 diet with regard to ingredients, both in kind and amount. The kind of ingredient shall be absolute; the percentage of the kinds of ingredients may vary dependent on nutrient content provided the final post-autoclaving formulation remains consistent with NIH31 diet.
 - Note: The laboratory animal feed formulation should be included with the proposal and is subject to review and approval by the Project Officer.

IV. Environmental Requirements

- A. The Contractor shall provide discrete production space for each colony segment within the barrier or isolation area for that segment. This space shall be defined within each unit, and the animals held therein until the scheduled removal or expiration of the animals. Facilities set aside for these colonies shall be provided with all equipment, materials, and supplies necessary to maintain these animals effectively within the barrier enclosure in a stable condition and environment.
- B. The barrier system or isolation room shall be operated and constructed to effectively exclude pathogens, ecto-, endo-parasites as well as vermin.
 - Note: Floor plans for the containment of the colony should be submitted with the proposal.
- C. The following items shall be controlled within the ranges specified: temperature (72-77°F), humidity (40-55%), light cycles (12/12 hrs.), air circulation (0.25m/hr/animal) and filtration (HEPA), water chlorination (7-8 PPM at discharge end) and water acidification (pH 5.8 – 6.0). A maximum of 25% re-circulated air within the barrier is allowed. The Project Officer shall be notified immediately if the ambient temperature remains outside the above noted temperature range for a period in excess of 4 hours or if there is any loss of animals due to breakdown of environmental controls.
 - Note: Description of the methods of control and monitoring of limits should accompany the proposal.
- D. Personnel shall follow the sanitary and/or sterile practices and techniques that have been established for the maintenance of barrier-sustained animals colonies as described in the ILAR "Guide for the Care and Use of Laboratory Animals". Personnel assigned to the project shall have no contact with rodent colonies other than barrier-sustained animals colonies. Staff shall not at any time be permitted to enter the area assigned this project unless all necessary precautionary measures have been taken with respect to entry and exit from the barrier enclosure. Visitors other than the Project Officer or her designated representative shall not be permitted to enter the area assigned to this project.
- E. Current ILAR and DHHS guidelines for breeding, care and maintenance of laboratory rats shall apply where specifications have not been detailed.
- F. The Contractor shall notify the Project Officer immediately if any abnormal condition(s) are detected in the aging rat colony. Upon direction by the Project Officer, the Contractor shall notify investigators whose research may be affected.
- G. The Contractor shall cooperate with the Project Officer concerning the submission of whole animals or specimens for diagnosis, use of medication, and changes in methodology which are intended as remedial measures for alleviation of undesirable conditions and/or to improve reproductive or breed characteristics of the colony.

V. Colony Evaluation and Monitoring

- A. All spontaneous deaths in the colony shall be reported by barrier, gender, and age in the semiannual progress reports and on the weekly census report. Necropsies shall not be performed on rats unless there is an unusual pattern of animal deaths or upon the direction of the Project Officer. Postmortem findings in such cases shall be tabulated, summarized, and provided to the Project Officer within sixty (60) calendar days of the death. Primary and secondary lesions possibly attributable to cause of death are to be described. Differences between colony segments shall be identified and reported in the semiannual progress report.
- B. Routine monitoring for disease and post mortem examinations is to be performed by either an independent laboratory approved by the Project Officer or the Contractor if Contractor plans, personnel and facilities are approved by the Project Officer. Selection of animals for monitoring shall be evenly divided between colony segments and represent both genders. Thirty (30) rats shall be submitted for routine health monitoring each quarter unless otherwise specified by the Project Officer. Shipping and laboratory fees shall be chargeable to the contract. Rats to be submitted for routine monitoring shall be a minimum of 4 months old. Approximately half of the rats tested each quarter shall be 4-12 months old and the other half 12-20 months old. The schedule for health monitoring shall be developed by the Contractor and shall require the approval of the Project Officer.

- C. Additional rats, up to 160 per year, shall be designated by the Project Officer for shipment to an independent laboratory designated by the NIA for health monitoring. Shipping fees for these rats shall be chargeable to the contract.
- D. Routine clinical and postmortem evaluation shall include:
 - a. descriptive clinical condition of the animals including general condition, weight, and visible lesions and symptoms
 - b. gross pathologic observations of body tissues and organs
 - c. microbial, parasitological and serological evaluation necessary to monitor effectiveness of the barrier system and animal health
 - d. histopathology of major organs and systems.
 - Note: The specific microbial, parasitological, histopathological and serological assessments should be detailed in the proposal and require approval by the Project Officer.
- E. Rats shall be monitored for wounds and open lesions caused by fighting or excessive scratching and for visible tumors. Rats shall be euthanized when wounds or tumors are extreme enough to cause pain, wasting or decreased mobility in the animal or when tumors reach 2 cm in diameter.
- F. Upon obtaining pathologic or other evidence that a barrier has been breached, the Contractor shall immediately notify the Project Officer and the Contracting Officer by telephone. The Contracting Officer shall arrange a meeting or teleconference of the Contractor's representative, the Project Officer, and the Contracting Officer as soon as practicable, but in all cases within seven (7) calendar days, to determine an appropriate course of action. Such action may range from medication to reestablishment of the colony in newly constituted barrier facilities. Final determination of the appropriate course of action will be made by the Project Officer. Potentially affected investigators shall be notified by written notice approved by the Project Officer.

VI. Shipment of Animals to Investigators

- A. Animals from the aging F344 rat colony shall be distributed to investigators or laboratories only as directed by the Project Officer or the designated representative of the Project Officer. A copy of the most recent Health Evaluation Summary prepared under V.B. above for the animals shall be sent with each order.
- B. The aged rats shall be shipped in containers that are made of new materials that are non-reusable and non-returnable; the design and fabrication of which are approved by the Project Officer; with filters for ventilation openings of a type approved by the Project Officer; and so designed that stacking will not interfere with normal circulation of air through the container. All crates shall include food and a source of liquid.
- C. The number of rats per container shall not exceed six (6) animals. If animals from different cages are shipped in the same container, the container shall be sub-divided into compartments, each of which contains only cage-mates. Special provisions may be specified by the Project Officer as needed.
- D. The Contractor shall report to the Project Officer or the designated representative of the Project Officer immediately if there are delays in the shipment of animals.
- E. Shipment via dedicated, climate-controlled truck is the preferred method. The Contractor shall bear responsibility for the cost of animals and shipping charges for replacing animals or providing credits for animals that die during shipment or within 48 hours of delivery, or that are unacceptable to the consignee due to injury or breached shipping containers. The Contractor is also responsible for the cost of replacing orders not filled correctly according to the instructions provided by the Project Officer or the representative designated by the Project Officer.

- F. When shipment by dedicated, climate-controlled truck is not possible, air freight shall be used. The Contractor shall take all necessary precautions to assure expedient delivery of animals shipped by air freight, by advising the recipient of expected arrival time, mode of transport and carrier number, and any responsibility the consignee has for pick-up at the point of arrival. When the consignee is notified that they are required to meet animals at point of arrival, late or delayed pick up of animals shall constitute neglect by recipient and Contractor is relieved of all replacement or reimbursement obligations.
- G. Title to aged rats shipped will be transferred to the consignee once animals are received and accepted. The consignee shall have the right to reject all rats considered to be unsatisfactory upon arrival at his facility if animals are obviously ill or moribund, if mortality exceeds 25% of the shipment, or if shipping criteria have been disregarded.
- H. Shipping charges shall be borne by the recipient when animals are shipped to investigators at the direction of the Project Officer.
- I. The Contractor shall maintain all records of shipments to investigators until the end of the contract period.

VII. Cost of Animals to Investigators

Rats produced under this contract shall be made available to investigators under conditions as stated herein or as otherwise specified by the Project Officer. The cost of each rat to the investigators, consisting of a basic acquisition cost plus a maintenance charge determined by age of the rat at shipment, shall be determined by the Project Officer. These costs shall be subject to annual adjustment. The consignee is also responsible for all shipping costs. Total cost (as charged to the consignee) of animals (acquisition, maintenance, crate, water source and shipping charge) which are not useable when received by the consignee due to negligence on the part of the Contractor or subcontractors, shall be borne by the Contractor and are not chargeable to the Government.

VIII. Reporting Requirements

- A. Semiannual progress reports shall include any unusual developments or problems involving colony health, environmental control, genetic purity, or any differences noted between the barriers. The report shall include the results of routine genetic monitoring and all laboratory tests executed either by Contractor as a routine part of the protocol or results from tests that have direct implication for colony health or development. All deaths or sacrifices from the colony shall be accounted for by barrier, gender and age of the animal sacrificed or expired. Unusual problems shall be reported to the Project Officer immediately. Semiannual progress reports shall be submitted to the Project Officer within fifteen (15) calendar days of the end of each six month period of the contract. The initial report shall be submitted for the first full six months of the contract performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of six full calendar months. A semiannual report will not be required for the period when the final report is due.
- B. A weekly census report shall be submitted to the Project Officer in accordance with a format approved by the Project Officer. Electronic transfer of the census in Excel spreadsheet format is the preferred means. The weekly census report is due to the Project Officer no later than one week (7 calendar days) from date of census. Access to a "real-time" electronic inventory may take the place of the weekly census report subject to approval by the Project Officer.
- C. Complete quarterly health monitoring reports shall be submitted to the Project Officer no later than three months from the date the animals were submitted for evaluation. Semiannual summaries of these reports shall be furnished as a part of (A) above.
- D. Reports showing the results of the genetic monitoring of the foundation stock and semiannual genetic monitoring of the breeding colonies shall be provided to the Project Officer no later than sixty (60) calendar days from the date the animals were submitted for evaluation. Semiannual summaries of these reports shall be furnished as a part of (A) above.

- E. Complete postmortem reports on individual animals chosen for additional health monitoring independent of the quarterly health monitoring shall be submitted to the Project Officer no later than sixty (60) calendar days from the date the animals were submitted for evaluation.
- F. A final report shall be submitted to the Project Officer upon completion of this contract. The final report shall include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be submitted on or before the contract expiration date.

IX. Proceeds From Sales

All proceeds from the sale of animals shall be used to offset the total estimated costs under the contract. Proceeds from the sale of animal shall be shown as a separate line item on monthly invoices. Likewise, adjustments required shall be a separate line item on the monthly invoice.

MONTHLY SUMMARY OF SALES

CONTRACTOR: _____
CONTRACT NUMBER: _____
MODIFICATION NUMBER: _____
ATTACHMENT NUMBER: _____
MONTHLY SUMMARY OF SALES DATED: _____
MONTH OF INVOICE: _____

PAGE ___ OF ___ PAGES

Recipient	Items/ Qty.	Unit Cost	Shipping Cost	Total Billed	Total Collected	Balance Due	Days Late

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING
INSTRUCTIONS FOR NIH COST-REIMBURSEMENT CONTRACTS, NIH(RC)-4

General: The Contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the Contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The Contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Incurred Cost - Current** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost - Cumulative** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
 - Be preceded by an asterisk (*) if the equipment is below the approval level.
 - (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
 - (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.
 - (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the

contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.

- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the Contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions are keyed to the Columns on the sample invoice/financing request.

Column A--Expenditure Category - Enter the expenditure categories required by the contract.

Column B--Cumulative Percentage of Effort/Hrs.-Negotiated - Enter the percentage of effort or number of hours agreed to doing contract negotiations for each employee or labor category listed in Column A.

Column C--Cumulative Percentage of Effort/Hrs.-Actual - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D--Incurred Cost-Current - Enter the costs, which were incurred during the current period.

Column E--Incurred Cost-Cumulative - Enter the cumulative cost to date.

Column F--Cost at Completion - Enter data only when the Contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column G-- Contract Amount - Enter the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column H--Variance (Over or Under) - Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications: Any modification in the amount negotiated for an item since the preceding report should be listed in the appropriate cost category.

Expenditures Not Negotiated: An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the Contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH Division of Research Acquisition, OLAO 6100 Executive Blvd., Room 6E01, MSC 7540 Bethesda, MD 20892-7540</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION 100 Main Street Anywhere, USA zip code</p> <p>Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____</p> <p>Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>
---	--

(h) This invoice/financing request represents reimbursable costs for the period from _____ to _____

Expenditure Category*	Cumulative Percentage of Effort/Hrs.		Incurred Cost		Cost at Completion	Contract Amount	Variance
	Negotiated	Actual	(i) Current	(j) Cumulative			
A	B	C	D	E	F	G	H
(k) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits							
(3) Accountable Property (attach HHS-565)							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(l) Cost of Money							
(m) Overhead							
G&A							
(n) Fixed Fee							
(o) Total Amount Claimed							
(p) Adjustments							
(q) Grand Totals							

I certify that all payments are for appropriate purposes and in accordance with the contract.

(Name of Official)

(Title)

* Attach details as specified in the contract

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT: \$ _____
Total contract or Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
Option #1	Option #2	Option #3	Option #4
(if applicable)	(if applicable)	(if applicable)	(if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "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.

If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300. Sources may also be obtained from SBA's PRO-Net website.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The minimum goals for each small business category will be identified in every applicable solicitation. These goals shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

NOTE TO CONTRACTORS: Please provide your CCR number with your Dunn & Bradstreet number.

1. Type of Plan (check one)

[] **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).

[] **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and Contractor must provide copy of lead agency approval.

[] **Commercial products/service plan** This plan is used when the Contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The Contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with an OPDIV breakdown, if possible).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned Small Business (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704. (Break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.)

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$_____ (b + h = a) (Base Year)

___ (1 st Option)	___ (2 nd Option)	___ (3 rd Option)	___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, SDVOSB and VOSB): (% of "a") \$ _____ and _____% (Base Year)

___ (1 st Option)	___ (2 nd Option)	___ (3 rd Option)	___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

___ (1 st Option)	___ (2 nd Option)	___ (3 rd Option)	___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

___ (1 st Option)	___ (2 nd Option)	___ (3 rd Option)	___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

___ (1 st Option)	___ (2 nd Option)	___ (3 rd Option)	___ (4 th Option)
\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%	\$ _____ & ___%

f. Total estimated dollar and percent of planned subcontracting with VETERAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

___ (1st Option) ___ (2nd Option) ___ (3rd Option) ___ (4th Option)
 \$ _____ & ___% \$ _____ & ___% \$ _____ & ___% \$ _____ & ___%

g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES:
 (% of "a") \$ _____ and _____% (Base Year)

___ (1st Option) ___ (2nd Option) ___ (3rd Option) ___ (4th Option)
 \$ _____ & ___% \$ _____ & ___% \$ _____ & ___% \$ _____ & ___%

h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") \$ _____ and _____% (Base Year)

___ (1st Option) ___ (2nd Option) ___ (3rd Option) FY-___ (4th Option)
 \$ _____ & ___% \$ _____ & ___% \$ _____ & ___% \$ _____ & ___%

- Notes:**
1. Federal prime contract goals are:
 SB equals 23%; SDB equals 5%; HUBZone equals 3%, WOSB equals 5% and SDVOSB equals 3%, VOSB equals 3% and can serve as objectives for subcontracting goal development.
 2. SDB, WOSB, HUBZone, SDVOSB and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
 3. If any contract has more than four options, please attach additional sheets showing dollar amounts and percentages.

i. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB

j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB

concerns were determined, how the capabilities of these concerns were considered for contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

- k. Indirect costs have, have not been included in the dollar and percentage subcontracting goals above (check one).
- l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

3. Program Administrator:

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

Duties: Does the individual named above have 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 and perform the following duties?

yes no _____

(If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

- a. Develops and promotes company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing; yes no
- b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns from all possible sources; yes no
- c. Ensures periodic rotation of potential subcontractors on bidders lists; yes no
- d. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing; yes no
- e. Ensures that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; yes no
- f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB participation; yes no
- g. Accesses various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.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; yes no

- h. Establishes and maintains contract and subcontract award records; [] yes [] no
- i. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; [] yes [] no
- j. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; [] yes [] no
- k. Conducts or arranges for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; [] yes [] no
- l. Monitors the company's subcontracting program performance and makes any adjustments necessary to achieve the subcontract plan goals; [] yes [] no
- a. Prepares and submits timely, required subcontract reports; [] yes [] no
- n. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies; [] yes [] no; and
- o. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- 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, VOSB, and SDVOSB 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 and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov>). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.
- 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, VOSB, and SDVOSB 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) 294, "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
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

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

- 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 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 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

In accordance with FAR 19.704(a)(11), 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, VOSB, and SDVOSB source lists, guides and other data identifying such vendors;

- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB 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, VOSB, and/or SDVOSB 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. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: [] yes [] no

9. Description of Good Faith Effort

Maximum practicable utilization of small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a Contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the Contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

This plan was approved by:

Signature: _____
Typed Name: _____
Title: Contracting Officer
Date: _____

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement</p> <p>d. loan e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application</p> <p>b. Initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p>(if individual, last name, first name, MI):</p>	<p>b. Individual Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, MI)</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>		<p>Signature: _____</p> <p>Print</p> <p>Name: _____</p> <p>Title: _____</p> <p>Telephone</p> <p>No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form--LLL</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD	RFP/CONTRACT NUMBER
---	---------------------

PROJECT TITLE (Title or RFP or Contract Proposal)

LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)
-----------------------------------	---

TYPE OF CONTRACT PROPOSED: COST-REIMBURSEMENT FIXED PRICE COST-PLUS-FIXED-FEE OTHER

ESTIMATED TIME REQUIRED TO COMPLETE PROJECT

ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)	PROPOSED STARTING DATE
---	------------------------

DOES THIS PROPOSAL INCLUDE A SUBCONTRACT YES NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)

NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			

NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS	AREA CODE/TELEPHONE NUMBER
---	----------------------------

NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS	AREA CODE/TELEPHONE NUMBER
---	----------------------------

DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS: YES NO

Institution's General Assurance re: Human Subjects: DATE APPROVED _____ PENDING

Institution's Review Board's Approval of this Proposal : DATE APPROVED _____ PENDING

An example of the informed consent for this study is enclosed: YES NO

A Clinical Protocol is enclosed: YES NO

OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE RFP (Use attachment if necessary)

ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
---------------	------	---------------	------

NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY	NUMBER OF EMPLOYEES CURRENTLY EMPLOYED
	DOLLAR VOLUME OF BUSINESS PER ANNUM
	THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)

FOR THE INSTITUTION

SIGNATURE OF PRINCIPAL INVESTIGATOR	SIGNATURE OF BUSINESS REPRESENTATIVE
-------------------------------------	--------------------------------------

TYPED NAME AND TITLE	TYPED NAME AND TITLE
----------------------	----------------------

EMPLOYER IDENTIFICATION NUMBER	DATE OF OFFER
--------------------------------	---------------

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative with whom daily contact is required.

Name

Telephone Number

Institutional Title

FAX Number

Institutional Office

E-Mail Address

Institution Name

**Street Address

City, State

Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

Name

Telephone Number

Institutional Title

FAX Number

Institutional Division, etc.

E-Mail Address

**Street Address

City, State

Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> (Hours)	<u>Year 2</u> (Hours)	<u>Year 3</u> (Hours)	<u>Year 4</u> (Hours)	<u>Year 5</u> (Hours)	<u>Year 6</u> (Hours)	<u>Year 7</u> (Hours)	<u>Year 8</u> (Hours)	<u>Year 9</u> (Hours)	<u>Total</u>

<u>Total Hours</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
2. This format has been prepared as a universal guideline for all solicitations issued by the National Institutes of Health. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L.1., General Information for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
 - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.
 - b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
 - c. For all indirect costs, list the rates applied and the base the rate is applied to.
 - d. For all travel, list the specifics for each trip.
 - e. For any subcontract proposed, submit a separate breakdown format.
 - f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.
5. **Offerors may use the ELECTRONIC SPREADSHEET (provided below) to prepare your business proposal. It is in EXCEL format and has instructions for use and submission. It is anticipated that use of this form will help expedite the review and award process. This electronic cost and price spreadsheet can be accessed at the following URL:**

<http://ocm.od.nih.gov/contracts/spsh/spshexcl.xls>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

For security purposes, please include a hard copy of the completed spreadsheet and submit the electronic file on a diskette with your proposal. The Division of Research Acquisition is currently not capable of decoding encrypted files.

RFP Number: _____
 Organization: _____
 Date: _____

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

<u>COST ELEMENT</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Total</u>
<u>DIRECT LABOR:</u>										
<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>
(Title and Name-- use additional pages as necessary)										

<u>DIRECT LABOR COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>MATERIAL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TRAVEL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>OTHER (Specify)</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>OTHER (Specify)</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TOTAL DIRECT COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>FRINGE BENEFIT COST:</u>										
(if applicable)										
___% of Direct Labor Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>INDIRECT COST:</u>										
(if applicable)										
___% of Total Direct Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TOTAL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>FEE:</u>										
(if applicable)										
___% of Total Est. Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>GRAND TOTAL EST.</u>										
<u>COST (Plus Fixed Fee)</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals* in this proposal.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals*.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
-------------	-----------------------	------------------------------

- 1.
- 2.
- 3.
- 4.

PROPOSAL INTENT RESPONSE SHEET

RFP No. 260-03-03

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST PRACTICABLE DATE. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

DO INTEND TO SUBMIT A PROPOSAL

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

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

RETURN TO:

Howard Cyrus
Contract Specialist
Division of Research Acquisition, OLAO
National Institutes of Health
6100 Executive Blvd., Room 6E01, MSC 7540
Bethesda, Maryland 20892-7540

NOTE: This Notice is for the Technical Evaluation Review Group who will be reviewing the proposals submitted in response to this RFP. THE OFFEROR SHALL PLACE A COPY OF THIS NOTICE BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL.

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in HHSAR 352.215-1.

- (f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:
 - (1) Decisions to release proposals outside the Government for evaluation purposes shall be made by the agency head or designee;
 - (2) Written agreement must be obtained from the evaluator that the information (data) contained in the proposal will be used only for evaluation purposes and will not be further disclosed;
 - (3) Any authorized restrictive legends placed on the proposal by the prospective Contractor or subcontractor or by the Government shall be applied to any reproduction or abstracted information made by the evaluator;
 - (4) Upon completing the evaluation, all copies of the proposal, as well as any abstracts thereof, shall be returned to the Government office which initially furnished them for evaluation; and
 - (5) All determinations to release the proposal outside the Government take into consideration requirements for avoiding organizational conflicts of interest and the competitive relationship, if any, between the prospective Contractor or subcontractor and the prospective outside evaluator.
- (g) The submitter of any proposal shall be provided notice adequate to afford an opportunity to take appropriate action before release of any information (data) contained therein pursuant to a request under the Freedom of Information Act (5 U.S.C. 552); and, time permitting, the submitter should be consulted to obtain assistance in determining the eligibility of the information (data) in question as an exemption under the Act. (See also Subpart 24.2, Freedom of Information Act.)