

# SOLICITATION

## SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 95-83 as amended			
2. <b>Request For Proposal (RFP) Number:</b>  NHLBI-RR-P-00-595	3. <b>Issue Date:</b>  June 12, 2000	4. <b>Just In Time</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. <b>Set Aside:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L

6. TITLE: Operation and Maintenance of a Chimpanzee Long-Term Holding Facility

7. <b>ISSUED BY:</b> Procurement Section, Contracts Operations Branch National Heart, Lung, and Blood Institute National Institutes of Health Rockledge Building II, Room 6143 6701 ROCKLEDGE DRIVE, MSC 7902 BETHESDA MD 20892-7902	8. <b>SUBMIT OFFERS TO:</b>  See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
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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 **12:00 pm local time on July 27, 2000**. 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. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1 ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED ON PAGE 25 OF THIS SOLICITATION.

11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.

12. FOR INFORMATION CALL: Kathleen E. Jarboe  
PHONE: (301) 435-0364  
COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

Debra C. Hawkins  
Chief, Procurement Section  
Contracts Operations Branch  
National Heart, Lung, and Blood Institute

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## 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 DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

**NOTE: Page 72 contains the NIH Form 2706. This page is in "landscape" and will print correctly only if it is printed separately.**

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The National Center for Research Resources (NCRR) of the National Institutes of Health (NIH) seeks a Contractor to operate and maintain a chimpanzee facility called the Alamogordo Primate Facility (APF) located on the Holloman Air Force Base (HAFB) in Alamogordo, New Mexico. This chimpanzee facility has the capacity to house approximately 350 animals, including animals that have been used in biomedical research. The existing facilities were built in the 1990s with public funds on Air Force land. To address the national need for maintenance and preservation of a large proportion of chimpanzees nationwide, NCRR has assumed ownership of approximately 300 chimpanzees and is seeking a Contractor to operate and maintain the associated long-term care facility, as well as provide overall facility operation and maintenance. All the animals have been exposed to microorganisms such as hepatitis C virus (HCV) and Human Immunodeficiency Virus (HIV). Therefore, these animals have special needs for care and housing.

### **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**

- a. 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 June 8, 2000, 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 2 copies of these reports will be required as follows:

- (X) Monthly Progress Reports
- (X) Annual Progress Reports
- (X) Special Reports

Monthly Progress Reports

The Contractor must submit a monthly progress report to the Contracting Officer and the Project Officer. The monthly progress reports are due within ten (10) days following the end of the reporting period. The reports must summarize vacant positions and recruiting actions underway. The report must indicate dates vacancies occurred, recruiting status, anticipated dates of new hires, and the name of the prospective employee. An animal census and description of changes to the veterinary care and animal husbandry programs, if any, must be included. A description and justification of needed Alterations and Renovations must be submitted with an adequate lead time to allow NIH staff to review the request, and for repairs to be completed, to ensure that the facility continues to comply with relevant standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS).

Annual Progress Reports

An annual summation of contract operations must be submitted by the anniversary date of the contract. The annual report will discuss the general health status of the animals, census status, physical facilities and related administrative activities (e.g., an inventory report), and include all applicable support documents such as the semi-annual IACUC review and site visit report. An inventory of animals supported under this contract must be made available to the Project Officer. This report must include identification of animals by ISIS number, name, sex, location including cage number, age, and any changes to, or additional, pertinent information. In addition, all mortality must be reported, along with a summary of relevant health and postmortem records. Also, a description of losses (or additions if inadvertent progeny are born) from the colony must be included in this report. It is required that the Contractor use a recognized program, preferably the ISIS-ARKS system, for documentation of the health and social status of the colony. A summary of this information should be furnished to ISIS at monthly intervals along with the current animal inventory, and must be reported to ISIS at least yearly.

Special Reports

1. Emergency Telephone Roster - The Contractor must provide to the Project Officer a list of key contract employees' work, pager and home telephone numbers. The report must be submitted to the Project Officer within 10 days of contract implementation, and within 10 days of personnel changes.
2. Minimal Staffing Plan - The Contractor must provide written procedures for maintaining adequate coverage during inclement weather or periods of other closure. The Minimal Staffing Plan will be provided to the Contract Officer and the Project Officer within 30 days of contract implementation.
3. Occupational Safety and Health Training Plan - The Contractor must provide the Project Officer a detailed written program for continuing education in animal facility safety and health requirements. This plan must be submitted not later than 30 days after contract implementation.
4. Initial Occupational Safety and Health Training Assurance Statement - An assurance statement of completion of the Contractor's initial Occupational Safety and Health Training session containing the signature of each employee adjacent to the date of completion must be provided to the Project Officer. Delivery must occur within 30 days of the hire date for new personnel.
5. Incident and Accident Reports - The Contractor must provide a detailed written report of all incidents in which Contractor staff sustain an on-the-job-injury or suspected job-related illness. The report must be provided to the Project Officer within 10 days of the incident's occurrence.
6. Equipment Inventory - The Contractor must conduct an equipment inventory and determine the working order of all major and specialized equipment. The condition of all items must be noted and submitted in a report to the Project Officer within 30 days after contract award.

Special reports 2 through 6 must be updated whenever significant changes occur to the relevant procedures at the APF.

## **SECTION D - PACKAGING, MARKING AND SHIPPING**

{Please refer to the section in the Statement of Work entitled "Transport and Subsequent Use of Animals"}

## **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 ARTICLE, {to be completed upon contract award} is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at {to be completed upon contract award}.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative during the contract period of performance.

- 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. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from {to be completed upon contract award} through {to be completed upon contract award}.

### **ARTICLE F. 2. DELIVERIES**

Satisfactory performance of the final contract shall be deemed to occur 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 date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract]:

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
(a)	Monthly Progress Report	2	Reports are due within ten (10) calendar days following the end of the reporting period
(b)	Annual Progress Report	2	Reports are due on an annual basis no later than the anniversary date of the contract

(c)	Emergency Telephone Roster	2	Must be submitted within ten (10) calendar days of contract implementation, and within ten (10) calendar days of personnel changes.
(d)	Minimal Staffing Plan	2	Due within thirty (30) calendar days of contract implementation
(e)	Occupational Safety and Health Training Plan	2	Due not later than thirty (30) calendar days after contract implementation
(f)	Initial Occupational Safety and Health Training Assurance Statement	2	Due within thirty (30) calendar days of the hire date for new personnel
(g)	Incident and Accident Reports	2	Due within (10) calendar days of the incident's occurrence
(h)	Equipment Inventory	2	Due within (30) calendar days after contract award
(i)	Major Alterations and Renovations Report	2	Due within (30) calendar days after contract award

\*Please note that reports d through h must be updated whenever significant changes occur to the relevant procedures at the APF.

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

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

<b>Addressee</b>	<b>Deliverable Item No.</b>	<b>Quantity</b>
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**ARTICLE F.3. LEVEL OF EFFORT**

a. During the period of performance of this contract, it is estimated that the Contractor will use approximately 18,720 direct labor hours per year. The labor hours include vacation, sick leave, and holiday. It is estimated that the labor hours are constituted as specified below and will be expended approximately as follows:

<b>Labor Category</b>	<b>Labor hours</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Professional (includes Principal Investigator, Deputy Principal Investigator, two additional veterinarians)	8,320	8,320	8,320	8,320	8,320

Support (includes Program Administrator, Information Technologist, Behaviorist, Clinical Technician, Colony Manager)	10,400	10,400	10,400	10,400	10,400
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**ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

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

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

The 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 Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result 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
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[To be included in any resultant contract]



**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 animals directly to specified U.S. Government Recipients; Contractor/Government Agencies/other private organizations and the Contractor shall make such shipments as directed. Recipients may be required to cover the costs of and make arrangements for such shipments.
- b. The Contractor shall bill recipients directly for the animals provided. The charges for these animals shall be in accordance with terms to be negotiated among the Contractor, recipients and NCRR. Attachment 3 shall be used as a template for developing a report on animals provided to recipients.
- c. The Contractor shall keep an accurate account of all payments received from recipients of animals separate from other fiscal aspects of the contract. The Contractor shall record and report all payments received from the Government Grantees/Contractors/Government Agencies/other private organizations. The income from recipients may be used as set forth in the Statement of Work and such use shall be agreed to in writing by the Contracting Officer.
- 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 report based on the Monthly Summary Sheet of Sales/Leases, which is listed as Attachment 3 in Section J of this contract. The Contractor shall submit a copy of this report 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**

Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 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.

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

An original and two copies to the following designated billing office:

Kathleen Jarboe  
Contracting Officer  
Procurement Section  
Contracts Operations Branch  
National Heart, Lung, and Blood Institute, NIH  
Rockledge Building 2, Room 6143  
6701 ROCKLEDGE DRIVE, MSC 7902  
BETHESDA MD 20892-7902

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 435-0366.

**ARTICLE G.5. CONTRACT FINANCIAL REPORT**

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "**PREPARATION INSTRUCTIONS**," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the **FIRST FULL THREE CALENDAR MONTHS** following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following list is an example of expenditure categories that may be reported:

<b>Expenditure Category A</b>	<b>Percentage of Effort/Hours</b>
(1) Direct Labor	
(a) Principal Investigator	
(b) Co-Principal Investigator	
(c) Key Personnel	
(i)	
(ii)	
(iii)	
(2) Other Professional Personnel	
(3) Personnel - Other	
(4) Fringe Benefits	
(5) Accountable Personal Property	
(6) Materials/Supplies	
(7) Animal Per Diem Costs	
(8) Travel	
(9) Consultant Costs	
(10) Premium Pay	

- (11) Computer Costs
- (12) Subcontract Costs
- (13) Other Direct Costs
- (14) Indirect Costs
- (15) G&A Expense
- (16) Total Cost
- (17) Fee
- (18) Total Cost Plus Fixed Fee

f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

#### **ARTICLE G.6. 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 Contracts Management  
National Institutes of Health  
6100 Building, Room 6B05  
6100 EXECUTIVE BLVD MSC 7540  
BETHESDA MD 20892-7540

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

#### **ARTICLE G.7. 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).

#### **ARTICLE G.8. POST AWARD EVALUATION OF PAST PERFORMANCE**

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

Interim and final 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. Any disagreement between the parties regarding an evaluation 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.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

The primary purpose of the Public Health Service (PHS) 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. PHS 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 Public Health Service 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. 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
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[Applicable information to be included upon contract award]

### ARTICLE H.3. ANIMAL WELFARE ASSURANCE

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office for Laboratory Animal Welfare (OLAW, formerly Office of Protection from Research Risks (OPRR), 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. 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.4. SUBCONTRACTING PROVISIONS

- a. Small Business Subcontracting Plan
  - (1) The Small Business Subcontracting Plan, dated {to be included upon contract award} is attached hereto and made a part of this contract.
  - (2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."
- b. Subcontracting Reports
  - (1) The Contractor shall submit the original and 1 copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211.

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

- April 30th
October 30th

The Report shall be sent to the following address:

Contracting Officer
Research Contracts and Acquisition Branch
National Cancer Institute, NIH
EPS, Room
6120 EXECUTIVE BLVD MSC
BETHE SDA MD 20892-

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

October 30th

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

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

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

ARTICLE H.5. 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 Institutes of Health, under Contract No.

ARTICLE H.6. 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. Table with 3 columns: Public Law and Section No., Fiscal Year, Period Covered

[Applicable information to be included upon contract award]

ARTICLE H.7. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

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

**ARTICLE H.8. 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.

<b>c. Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
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{Applicable information to be included upon contract award}

## **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	Oct 1995	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Jun 1996	Printing/Copying 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	Mar 2000	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 1999	Utilization of Small Business Concerns (Over \$100,000)



52.219-9	Oct 1999	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	Aug 1996	Convict Labor
52.222-26	Feb 1999	Equal Opportunity
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	Jan 1997	Drug-Free Workplace
52.223-14	Oct 1996	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Feb 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-3	Apr 1984	Patent Indemnity
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	Jun 1997	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Dec 1998	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	Oct 1995	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	Jan 1986	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</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
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	Publication and Publicity
352.270-7	Apr 1984	Paperwork Reduction Act

[ End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - Rev. 3/2000].

## 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:

ALTERNATE II (APRIL 1998) of FAR Clause 52.215-2, AUDIT AND RECORDS--NEGOTIATION (JUNE 1999) is added.

FAR Clause 52.216-7, ALLOWABLE COST AND PAYMENT (MARCH 2000), is modified in paragraph (a). The reference to Subpart 31.2 is changed to Subpart 31.3.

FAR Clause 52.216-8, FIXED FEE (MARCH 1997), is deleted in its entirety and FAR Clause 52.216-11, COST CONTRACT-NO FEE (APRIL 1984) is substituted therefor.

FAR Clause 52.249-14, EXCUSABLE DELAYS (APRIL 1984) is deleted and HHSAR Clause 352.249-14, EXCUSABLE DELAYS (APRIL 1984) is substituted therefor.

ALTERNATE II (JANUARY 1999) of FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCTOBER 1999) is added.

ALTERNATE I (APRIL 1984), of FAR Clause 52.227-1, AUTHORIZATION AND CONSENT (JULY 1995) is deleted in its entirety.

ALTERNATE IV (JUNE 1987), of FAR Clause 52.227-14, RIGHTS IN DATA-GENERAL (JUNE 1997) is deleted in its entirety.

ALTERNATE I (JULY 1985), of FAR Clause 52.245-5, GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACT) (JANUARY 1986) is deleted in its entirety.

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.**

FAR Clause 52.236-13, ACCIDENT PREVENTION (Over \$100,000) (NOVEMBER 1991) is deleted in its entirety and FAR Clause 52.236-13, ACCIDENT PREVENTION (Over \$100,000) (NOVEMBER 1991), ALTERNATE I (NOVEMBER 1991) is substituted therefor.

FAR Clause 52.249-4, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APRIL 1984), is deleted in its entirety and FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEPTEMBER 1996) is substituted therefor.

## 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 52.217-2, Cancellation Under Multiyear Contracts (JULY 1996).
- (3) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).  
"(c) Waiver of evaluation preference.....  
[ ] Offeror elects to waive the evaluation preference."
- (4) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCTOBER 1999).  
"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--..."
- (5) ALTERNATE I (OCTOBER 1998), FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCTOBER 1999).
- (6) FAR 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation - General (JULY 1995).
- (7) FAR 52.223-5, Pollution Prevention and Right-to-Know Information (APRIL 1998).
- (8) FAR 52.230-2, Cost Accounting Standards (APRIL 1998).
- (9) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998).
- (10) FAR 52.230-5, Cost Accounting Standards - Educational Institution (APRIL 1998).
- (11) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999).
- (12) FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APRIL 1984).
- (13) FAR 52.237-3, Continuity of Services (JANUARY 1991).
- (14) FAR 52.237-10, Identification of Uncompensated Overtime (OCTOBER 1997).
- (15) FAR 52.243-2, Changes--Cost Reimbursement (AUGUST 1987), Alternate V (APRIL 1984).

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

- (1) HHSAR 352.216-70, Negotiated Overhead Rates - Fixed (APRIL 1984).
- (2) HHSAR 352.216-72, Additional Cost Principles (OCTOBER 1990).
- (3) PHS 352.280-2b, Care of Live Vertebrate Animals (OCTOBER 1986).

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

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

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

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

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

This contract incorporates the following clauses in full text.

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

- a. FAR Clause 52.244-6, **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS** (OCTOBER 1998)
  - (a) **Definition.**

**Commercial item**, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

**Subcontract**, as used in this clause, 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) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
    - (1) 52.222-26, Equal Opportunity (E.O. 11246);
    - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
    - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
    - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
  - (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

#### ARTICLE I.5. SERVICE CONTRACT ACT

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

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefit</u>
Program Administrator	\$14.00/hour
Information Technologist	\$21.00/hour
Behaviorist	\$18.00/hour
Clinical Laboratory Technician	\$13.00/hour
Colony Manager (On-Site Supervisor)	\$12.00/hour
Laboratory Animal Caretakers	\$11.00/hour

(End of Clause)

c. **FAR Clause 52.222-47, SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)**

".... If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA), between the incumbent Contractor and (union)...."

**{Use the above clause if this contract succeeds a contract for substantially the same services to be performed in the same locality, the incumbent contractor has negotiated or is negotiating a collective bargaining agreement with some or all of its service employees and all applicable Department of Labor Wage Determinations have been requested but not received}**

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of Proposal, May, 1994, 1 page.
2. Work Statement
3. Monthly Summary Sheet of Sales/Leases, May 1991, 1 page.
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1<sup>4</sup>, May, 1997, 4 pages.
5. Financial Report of Individual Project/Contract, NIH 2706<sup>4</sup>, May, 1997, 1 page.
6. Instructions for Completing Form NIH 2706<sup>4</sup>, May, 1997, 3 pages.
7. Subcontract Plan Format , February, 1999, 7 pages.
8. Safety and Health (Deviation), PHSAR Clause 352.223-70<sup>4</sup>, August, 1997, 1 page.
9. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)<sup>4</sup>, April, 1984, 1 page.
10. Wage Rate Determination
11. Disclosure of Lobbying Activities, OMB Form SF-LLL<sup>2</sup>, December, 1989, 3 pages.
12. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)<sup>2</sup>, June., 1982, 2 pages.
13. Contact Points<sup>2</sup>, July, 1991, 1 page.
14. Technical Proposal Cost Information<sup>1</sup>, December, 1988, 1 page.
15. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours<sup>2</sup>, September, 1992, 2 pages.
16. Summary of Related Activities<sup>1</sup>, March, 1984, 1 page.
17. Proposal Intent Response Sheet<sup>6</sup>, March, 1984, 1 page.
18. Government Notice for Handling Proposals<sup>1</sup>, January, 1997, 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. Reserved.
4. These forms will be attached to any contract resulting from this RFP.
5. Submission instructions are contained on the form.
6. Complete this form as soon as possible and return as indicated on the form.
7. If applicable, this form is to be completed and submitted with the Technical Proposal. **ALL INSTITUTIONS MUST HAVE THE FORM REVIEWED AND APPROVED BY THEIR INSTITUTIONAL REVIEW COMMITTEE.**
8. Submission Instructions are contained in Section L.

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

##### 1. REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following URL:

<http://amb.nci.nih.gov/Forms/rcneg.pdf>

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.

**IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL.**



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

### 1. GENERAL INFORMATION

#### d. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (February 2000)]

(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"* or *"written"* means any worded or numbered expression which 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.

(2) 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.

(3) *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.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the

resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

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

- (f) *Contract award.* (1) 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.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government reserves the right 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.

- (5) 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.

- (6) 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.

- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) 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.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) 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.

- (11) 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.

e. **SIC 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 standard industrial classification (SIC) code for this acquisition is 8744.
- (2) The small business size standard is \$5 Million.

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

f. **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.**

g. **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 December 1, 2000.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type contract with a term of five (5) years, and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

h. **ESTIMATE OF EFFORT**

Though the health and care of the animals is paramount, the Government may consider use of a level of effort type contract. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 18,720 labor hours per year, plus approximately 24 animal care and maintenance positions to be supported by the per diem. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

i. **LEVEL OF EFFORT**

The Government's requirement for the work set forth in the Statement of Work of this solicitation is estimated at 18,720 direct labor hours per year, plus an estimated 24 positions to be supported out of the per diem. It is estimated that the labor hours will be expended approximately as follows:

**Labor Hours**

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Principal Investigator	2,080	2,080	2,080	2,080	2,080
Deputy Principal Investigator	2,080	2,080	2,080	2,080	2,080
Veterinarian	2,080	2,080	2,080	2,080	2,080
Veterinarian	2,080	2,080	2,080	2,080	2,080
Program Administrator	2,080	2,080	2,080	2,080	2,080
Information Technologist	2,080	2,080	2,080	2,080	2,080
Behaviorist	2,080	2,080	2,080	2,080	2,080
Clinical Technician	2,080	2,080	2,080	2,080	2,080
Colony Manager	2,080	2,080	2,080	2,080	2,080

Note: Lab Animal Caretakers and Maintenance Workers, approximately 24 positions in the initial years, are expected to be supported out of the animal per diem.

**j. 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.

**k. 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.

**l. 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.

**m. COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. 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.

**k. REFERENCE MATERIALS**

The Contractor shall be in compliance with:

Laws:

1. Public Law 89-54: Laboratory Animal Welfare Act of 1966, and the provisions of Subchapter A of Chapter 1 of Title 9 of the Code of Federal Regulations designated "Laboratory Animal Welfare" are designated a part of this contract.
2. Public Law 99-158: Health Research Extension Act of 1985 (NIH Reauthorization Act) as it applies to all research funded by the PHS is designated a part of this contract.

Policies:

1. Guide for the Care and Use of Laboratory Animals (ILAR, NRC 1996).
2. PHS Policy on Humane Care and Use of Laboratory Animals (OPRR), 1996
3. Biosafety in Microbiological and Biomedical Laboratories. March, 1993 (CDC-NIH Pub. No. 93-8395).
4. U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training (OPRR) 1996.
5. Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997)
6. Report of the AVMA Panel on Euthanasia, JAVMA 202(2), 229-249. 1993.
7. The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998
8. Occupational Health and Safety in the Care and Use of Research Animals (NRC 1997)
9. 29 CFR 1910.1030, Bloodborne Pathogen Standard.

**I. PREPARATION COSTS**

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

**m. 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:

Kathleen Jarboe  
 Contracting Officer  
 Procurement Section, Contracts Operations Branch  
 National Heart, Lung, and Blood Institute  
 National Institutes of Health  
 Rockledge Building Two, room 6143  
 6701 ROCKLEDGE DRIVE, MSC 7902  
 BETHESDA MD 20892-7902

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

(End of Provision)

## 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 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) **Confidentiality of Proposals--HHSAR 352.215-12, Restriction on Disclosure and Use of Data (April 1984)**

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

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

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

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

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

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

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

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

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



(7) **Evaluation of Proposals**

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

(8) **Potential Award Without Discussions**

The Government reserves the right 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.

(9) **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.

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

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 Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office for Laboratory Animal Welfare (OLAW, formerly OPRR), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS 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 PHS 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 PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by 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 OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OLAW may be contacted at 6100 Executive Blvd., Suite 3B01, MSC 7507, Rockville, MD 20892-7507, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. This policy is also

available on the internet at <http://www.nih.gov:80/grants/oprr/phspol.htm>.

(11) **Privacy Act**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or 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 contract 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, utilizing point scores and written critiques. 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 and price analysis, management analysis, etc.
- 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 intends to conduct discussions prior to awarding a contract-
  - (1) Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive

range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

- (2) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is NHLBI's policy to conduct discussions with all offerors in the competitive range, NHLBI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. 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 still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 315.670.

- 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. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NHLBI 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 NHLBI requirements. Synopses of awards exceeding \$25,000 will be published in the Commerce Business Daily.

(13) **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>.

(14) **Small Disadvantaged Business Participation Plan**

In accordance with FAR part 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract will be evaluated. Offerors shall submit the following information in one clearly marked section of their business proposal. The SDB Participation Plan is a separate requirement from the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

1. A plan on the extent of participation of SDB concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in your SDB participation plans:
  - a. The extent of an offeror's commitment to use SDB concerns. Commitment should

- be as specific as possible, i.e. are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones;
- b. Specifically identify the SDB concerns with point of contact and telephone number;
  - c. The complexity and variety of the work SDB concerns are to perform;
  - d. Realism for the use of SDB in the proposal;
  - e. Past performance of the offeror in complying with subcontracting plans for SDB concerns;
  - f. Targets expressed as dollars and percentage of total contract value for each participating SDB which will be incorporated into and become part of any resulting contract); and
  - g. The extent of participation of SDB concerns in terms of the value of the total acquisition.
2. SDB Participation information will be used as an evaluation factor. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. 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 commitment to SDB participation.

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 as the prime contractor. The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals

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

The primary purpose of the Public Health Service (PHS) 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. PHS 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 Public Health Service 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.

(16) **Salary Rate Limitation in Fiscal Year 2000**

Offerors are advised that pursuant to P.L. 106-113, no NIH Fiscal Year 2000 (October 1, 1999 - September 30, 2000) 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 II\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses). 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 II\*. The salary rate limitation set by P.L. 106-113 applies only to Fiscal Year 2000 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 II\* annual salary rate limit also applies to individuals proposed under subcontracts. P.L. 106-113 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health 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 II."

**\*This rate may change periodically. For your information, the rate can be found at:  
<http://www.opm.gov/oca/2000tbls/Execses/html/execsched.htm>**

**(17) ROTC Access and Federal Military Recruiting on Campus**

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

**(18) Past Performance Information**

a. Offerors shall submit the following information as part of their business proposals (for both the offeror and proposed major subcontractors): A list of the contracts completed during the past three years and all contracts currently in progress for products or services similar to the solicitation workscope. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers. 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 subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Project Officer's Name and Telephone Number

b. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. 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 an offeror's past performance.

(19) **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).

(20) **Uniform Resource Locators (URLs) in Contract Proposals**

All proposals must be self-contained within the specific page limitations cited elsewhere in this solicitation. Unless otherwise specified, URLs/Internet addresses shall not be used to provide information necessary to the review because reviewers are under no obligation to review the Internet sites.

(21) **Page and Formatting Limitations**

The Technical Plan (objectives, approach, methods and procedures, and schedule) of the Technical Proposal shall not exceed 50 single-sided pages or 25 double-sided pages. This page limitation does not apply to the cover sheet, abstract, table of contents, personnel, facilities, equipment and resources, other considerations, other support, cost information, and literature cited. Appendices shall be limited to 100 single-sided pages or 50 double-sided pages. Pages in excess of this will be deleted and will be neither read nor evaluated. Each page of the Technical Proposal must be numbered sequentially. Offerors are encouraged to limit the overall size of the Technical Proposal, inclusive of appendices, attachments, etc. Note that although no page limit has been placed on the Business Proposal, offerors are encouraged to limit its content to only those documents necessary to provide adequate support for the proposed costs.

Type density and size must be 10 to 12 points. If constant spacing is used, 15 cpi (characters per inch) or fewer shall be used, whereas proportional spacing should provide an average of no more than 15 cpi. There must be no more than six lines of text within a vertical inch. Margins must be set to 1 inch around.

**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.

(5) Personnel Qualifications and Requirements

NIH estimates that 4 professional staff, (a Principal Investigator [PI], Deputy PI, and 2 additional veterinarians) each at 100% effort, and 5 technical staff (a Program Administrator, Information Technologist, Behaviorist, Clinical Technician, and a Colony Manager) each at 100% effort, are likely to represent the required infrastructure. In addition, per diem fees will be supplied that would support approximately 22 animal caretakers, 2 maintenance workers, and other essential staff to be justified in the contract proposal by the offeror.

Offerors must be able to document the existing experience and capabilities of currently employed professional and technical personnel that would transfer from the



offeror's main facility to the APF, and/or propose the minimally acceptable qualifications for staff to be hired. A majority of the professional and technical personnel must have extensive experience in nonhuman primate medicine and infectious diseases. The professional staff will also be evaluated with respect to specialty board certification by the American College of Laboratory Animal Medicine, advanced degrees, state veterinary licenses, and residency training in laboratory animal medicine. Relevant technical staff such as animal caretakers will be evaluated with respect to American Association for Laboratory Animal Science technician certification and work experience. A brief description appears below of the various envisioned personnel providing 100% effort each, although offerors are encouraged to propose and justify alternative plans regarding the staff required for accomplishing the work:

PI and Deputy PI - The PI must have significant successful experience in the management of chimpanzee facilities. The Deputy PI should have the capability to act as Interim Director in the absence of the PI. At least one of the PI or Deputy PI must have a veterinary degree and a current state veterinary license, and provide up to 50% effort in clinical duties if and when the Clinical Veterinarians described below are unavailable.

2 Clinical Veterinarians - The Clinical Veterinarians ideally would possess a degree in veterinary medicine, a current state veterinary license, be board-certified in laboratory animal medicine, and have three or more years experience in nonhuman primate medicine supporting biomedical research programs.

Program Administrator - The Program Administrator will have significant responsibility. He/she will support all necessary administrative functions for the APF, and work closely with the Contractor's main site regarding IACUC approvals, personnel actions, payrolls, report preparations, etc. NIH believes that many support services can be provided to the APF from the main location of the Contractor's institution, and the Program Administrator will coordinate these interactions.

Information Technologist - The Information Technologist must have a degree in computer science, or equivalent demonstrable knowledge and experience regarding information management associated with animal colonies. He/she must be experienced and knowledgeable regarding basic network administration and personal computer applications including: spreadsheets, databases, electronic mail, networking, and graphic software. The Information Technologist must assist with computerized record keeping, data entry and report generation, and similar associated animal facility data-processing tasks. Some experience with ISIS-ARKS is preferred.

Behaviorist - The Behaviorist will provide environmental enrichment and work with the veterinarians to ensure the psychological well-being of the APF chimpanzees. At least two years of experience providing environmental enrichment to nonhuman primates, and at least a Bachelors degree are required. The Behaviorist and other staff members will be encouraged to submit scientific articles that report on demographic and/or non-invasive behavioral studies of APF animals.

Clinical Laboratory Technician - The Clinical Laboratory Technician will provide technical assistance in running, or obtaining results from commercial laboratories or collaborators, routine clinical tests relevant to the chimpanzee's veterinary health or status regarding possible microbial infection and viremia. At least three years of experience providing a range of clinical laboratory procedures, and at least a Bachelors degree, are required.

Colony Manager - The on-site supervisor should be certified by the American Association for Laboratory Animal Science (AALAS) as a Laboratory Animal Technologist (LAT G) with at least 6 years experience in a laboratory animal facility, 2 of which must have been in a supervisory capacity. Either the Clinical

Veterinarians or the Colony Manager are expected to closely supervise and train the animal caretakers. Formal education must include a minimum of a B.S. degree in animal science or other biological sciences.

Laboratory Animal Caretakers - Laboratory Animal Caretakers (to be supported by per diem fees) must be capable of performing basic animal care duties under the guidance of supervisor(s). Caretakers must be able to achieve AALAS Assistant Laboratory Technician Certification within one year.

(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. 3., hereof).

(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.

**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) Cost and Pricing Data**

**1. General Instructions**

A. You must provide the following information 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 of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
- (10) Date of submission; and
- (11) Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your

cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - (2) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Forms for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

## 2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced 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.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
- (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division,

subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

- (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. **Direct Labor.** Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers.
  - (4) Patent application serial numbers, or other basis on which the royalty is payable.
  - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
  - (6) Percentage or dollar rate of royalty per unit.

- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

### 3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

To assist in the preparation of future cost estimates, the Projected Consumer Price Index may be accessed at: <http://amb.nci.nih.gov/cpi.htm>

- 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
- 5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

### (3) **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** [FAR Clause 52.215-20 (October 1997)]

- (a) Exceptions from cost or pricing data.
  - (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
    - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(4) **Total Compensation Plan - Instructions**

a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors as a part of their business proposal will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.

- b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
- c) Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

(5) **Total Compensation Plan - Evaluation**

a) **Total Compensation Plan (Professional Employees)**

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

b) **Cost (Professional Compensation)**

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

c) **Other (Labor Relations)**

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

d) **Federal Acquisition Regulation Clauses incorporated by Reference**

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).



(6) **Qualifications of the Offeror**

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

(1) **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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

(7) **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.

c) **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.

d) **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.

e) **Incremental Funding**

(This is applicable if the RFP has stated that the contract resulting from this solicitation will be incrementally funded.)

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:

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, 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 that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time, 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.

The "Limitation of Funds" clause to be included in the resultant contract shall supersede the "Limitation of Cost" clause found in the General Clauses.

f) **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.

(8) **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.

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

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

(10) **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.

(11) **Travel Costs/Travel Policy**

a) **Travel Costs - Commercial**

In accordance with Title II, section 201 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (Public Law 99-234), 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

The major evaluation factors for this solicitation include technical (which encompasses experience), past performance, cost/price, and small disadvantaged business factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is 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.

Offerors are advised that award will be made 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) Mandatory Qualification Criterion

Listed below is a mandatory qualification criterion. The offeror shall include all information which documents and/or supports the qualification criterion in one clearly marked section of its proposal.

The qualification criterion establishes conditions that **must** be met at the time of receipt of the initial proposal by the Contracting Officer in order for your proposal to be considered any further for award.

The Offeror's institution must have an Office for Laboratory Animal Welfare (OLAW, formerly OPRR) Assurance Number, must have a United States Department of Agriculture (USDA) R Registration, and must have previously demonstrated the ability to provide high quality care for chimpanzees. This ability could be demonstrated in several ways, such as possession of an Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) accreditation and file number. The APF shall be operated in compliance with the list of references in the Statement of Work.

(3) Technical Evaluation Criteria

The technical 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.

Criterion

Weight

**Competence in the operation and maintenance of a large chimpanzee facility conforming to all Federal laws, Federal policies, NRC and ILAR recommendations.**

**50**

This criterion includes proposed procedures for veterinary care and animal husbandry of more than a hundred chimpanzees; dealing with biohazards; obtaining IACUC approvals; preventing the APF chimpanzees from breeding; and maintaining or developing, as necessary, information technology capabilities required for the chimpanzee database (please refer to the Statement of Work for specific requirements).

**Competence and experience of current professional and support**

**20**

**personnel, and proposed plan for the acquisition of additional personnel.**

Personnel must possess extensive experience in nonhuman primate medicine and infectious diseases. The professional staff (e.g., Principal Investigator, Deputy Principal Investigator and two additional veterinarians) will be evaluated, as appropriate, with respect to speciality board certification by the American College of Laboratory Animal Medicine, advanced degrees, state veterinary licenses, and residency training in laboratory animal medicine. The technical staff (e.g., Program Administrator, Information Technologist, Behaviorist, Clinical Technician, Colony Manager, and laboratory animal caretakers) will be evaluated with respect to American Association for Laboratory Animal Science technician certification and work experience (please refer to the Statement of Work for specific personnel and staffing requirements).

**Provision of needed support activities and ability to generate necessary reports. 15**

Please refer to the Statement of Work for specific requirements.

**Evidence of commitment of the parent organization to provide the management oversight, support, staffing, quality control, assistance, and resources needed to perform the work at the APF. 15**

Please refer to the Statement of Work for specific requirements.

(4) Cost/Price Factor

Price analysis will be used to verify that the overall price offered is fair and reasonable. Cost/price analysis will be used to evaluate the reasonableness of individual cost elements when cost or pricing data are required. Cost analysis may be used to evaluate information other than cost or pricing data to determine cost reasonableness or cost realism.

**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, offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business (SDB) concerns that have not waived the price evaluation adjustment. In addition, offerors that satisfy the exception requirements under subparagraph (b) of FAR Clause 52.219-23 will not have the price evaluation adjustment factor added to their offers.

A SDB concern may elect to waive the price evaluation 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 price evaluation adjustment.) If the SDB concern elects to waive the price evaluation adjustment, it will be evaluated under the Small Disadvantaged Business Participation Factor cited in Section M, and participation in performance of the resultant contract shall include the work expected to be performed by SDB concerns at the prime contract level. Small businesses, other than SDB concerns, will also be evaluated under the Small Disadvantaged Business Participation Factor cited in Section M. Any targets will be incorporated into and become part of the resulting contract.

**Credit under the small disadvantaged business participation factor is not available to small disadvantaged business concerns that receive a price evaluation adjustment**

**Price Evaluation Preference for HUBZone Small Business Concerns**

In accordance with FAR Clause 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, offers from HUBZone small business concerns will receive a price evaluation preference by adding a factor of 10 percent to all offers except those referenced at FAR Clause 52.219-4. The factor of 10 percent will be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors, such as transportation costs or rent-free use of Government facilities, will be added to the offer to establish the base offer before adding the factor of 10 percent.

(5) Small Disadvantaged Business Participation Factor

In accordance with FAR part 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract will be evaluated. An evaluation of offerors' SDB participation 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 SDB participation.

The evaluation will be based on information obtained from the Small Disadvantaged Business Participation Plan provided by the offeror (Reference Section L. and the specific subfactors listed there), other relevant information obtained from named SDB concerns, any information supplied by the offeror concerning problems encountered in SDB participation, and other references available to the Government. Evaluation of the SDB Participation Plan will be based on consideration of all relevant facts and circumstances; it will not be based on absolute standards of acceptable performance. The SDB Participation Plan is a separate requirement from the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

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

6. Past Performance Factor

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of 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 a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of judgement by the Government after it considers 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.



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. NHLBI-RR-P-00-595.

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:**

NUMBER OF COPIES

TECHNICAL PROPOSAL: ORIGINAL\* AND 15 COPIES TO:

BUSINESS PROPOSAL: ORIGINAL\* AND 5 COPIES TO:

If hand-delivered or delivery service

Kathleen Jarboe  
Contracting Officer  
Contracts Operations Branch  
National Heart, Lung, and Blood  
Institute  
Rockledge Building Two, Room 6143  
6701 ROCKLEDGE DRIVE  
BETHESDA, MARYLAND 20817

If using U.S. Postal Service

Kathleen Jarboe  
Contracting Officer  
Contracts Operations Branch  
National Heart, Lung, and Blood  
Institute  
Rockledge Building Two, Room 6143  
6701 ROCKLEDGE DRIVE, MSC  
7902  
BETHESDA MD 20892-7902

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Article C.1. Statement of Work

a. Background Information

NHLBI/NCRR/NIH seeks a Contractor to operate and maintain a chimpanzee facility to be called the Alamogordo Primate facility (APF) located at the Holloman Air Force Base (HAFB) in New Mexico. The existing facilities were built in the 1990s. To address the national need for maintenance and preservation of a large proportion of chimpanzees nationwide, NCRR has assumed ownership of approximately 300 chimpanzees. All have been exposed to hepatitis C virus (HCV) and/or Human Immunodeficiency Virus (HIV). Therefore, these animals have special needs for care and housing. These animals will need to be maintained by the Contractor until the chimpanzees die naturally, are transferred to other research facilities, are retired to sanctuaries, or a new Contractor is supported by NIH in Year 6.

The rate at which animals will be removed for research or other purposes is uncertain. A few of the chimpanzees to be managed are expected to live for many decades, so a five year Contract, followed by a series of five-year Contracts, will be needed until the numbers of chimpanzees decrease due to natural death at an expected rate of 2-4% per year, they are transferred elsewhere for use in research, or alternatives are found for their long-term housing and maintenance. If 20 animals a year are removed or die, approximately 15 years of contract support will be needed.

This contract for operation and maintenance of chimpanzees will not alter ownership of the animals. Title to the animals at the onset of the contract will be held by the Federal Government. However, the Federal Government reserves the right to transfer title (ownership) of these animals to other institutions.

b. Objectives

The purpose of this contract is to provide long-term care for chimpanzees housed at the AFP. Offerors are required to have experience with approved and accredited chimpanzee facilities holding more than a hundred chimpanzees. Any offeror must possess, or be able to acquire, all necessary personnel to adequately care for chimpanzees, including biohazardous animals.

Article C.2. Services to be Performed

a. General Requirements

Independently, and not as an agent of the Government, the Contractor must furnish all the necessary labor, materials, supplies, equipment, and services (except as otherwise specified herein) and perform the work set forth below.

NHLBI/NCRR/NIH seeks a Contractor to operate and maintain the APF currently housing approximately 300 animals. To address the national need for maintenance and preservation of a large proportion of chimpanzees nationwide, NCRR has assumed ownership of approximately 300 chimpanzees. The inventory of chimpanzees expected to be in the facility at the time of award is estimated to be 279. The capacity of the facility is 350 chimpanzees, and the Contractor is expected to be able to perform the contract at capacity if necessary.

As an approximate demographic description, 273 chimpanzees are expected to form the core of the APF colony in November, 2000. The age categories of the 126 females and 147 males as of May 2000, and rounding to the nearest birthday, are as follows:

<u>Age Category (Yrs.)</u>	<u>No. Females</u>	<u>No. Males</u>
0-4	2	0
5-9	15	11
10-14	30	36
15-19	39	50
20-24	14	14
25-29	17	23
30-34	5	7
35-39	3	5
40 or over	1	1

The former owner identifies 205 of these chimpanzees as exposed to HCV virus or antigens, 105 exposed to HIV virus or antigens, and 37 doubly exposed to HCV and HIV.

Use of the APF by the Contractor will require payment of minimal or no rent or use fees. The HAFB will pay the APF's utility costs (electrical, sewer, water) up to \$10,000 per month, but the Contractor will be responsible for costs over this figure. Maintenance and repairs to the interior and exterior and for grounds maintenance of the APF will be charged to the Contract, and the Contractor will be responsible for ensuring the APF complies with standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS). However, major Alterations and Renovations may be needed to the APF to correct deficiencies that the USDA may categorize as "must be replaced or repaired." The Contractor will be responsible for obtaining estimates for these repairs, and the workscope of the contract and funds for its completion will be modified as necessary.

b. Specific Requirements

1. Operation and maintenance of a large chimpanzee facility

Veterinary and animal husbandry services that result in an adequate level of long-term health and care of the chimpanzees must be provided. The Contractor must comply with all applicable Federal and State laws and regulations pertaining to the acquisition, registration, care, disposition and transportation of nonhuman primates. The Contractor must provide administrative infrastructure, either on-site at the APF or at the Contractor's main facility, that will adequately support the veterinary and technical services. A list of expected required services appears below:

- a. Routine animal care, housing, nutrition, hygiene;
- b. Sanitation and cleaning of the equipment and facilities;
- c. Environmental monitoring of facilities, including vermin control and security;
- d. Animal health surveillance, observations, identification, written and computerized record keeping;
- e. Animal handling, restraint, technical laboratory animal procedures, and euthanasia as specified below;
- f. Veterinary medical assistance, treatments/medications, induction of anesthesia and surgical assistance;
- g. Clinical laboratory technical support;
- h. Interstate shipping of laboratory animals;
- i. Animal transportation within the APF ;
- j. Environmental enrichment for chimpanzees;
- k. Maintenance of equipment and supplies or other logistical support;
- l. Clerical and data entry support; and
- m. Appropriate management oversight.

A narrative description of the chimpanzee facility operation and maintenance specific requirements appears below in Sections A through F.

A. Veterinary care and animal husbandry

The Contractor must perform all the animal husbandry tasks necessary to properly maintain the chimpanzees at the APF. This includes the provision of training for professional and technical staff to insure that the animals are maintained appropriately; provision of proper sanitation; and assurance that the overall animal health needs are fully met. The physical facilities must comply (or be brought into compliance, if necessary) with the relevant standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS). The chimpanzees must be maintained in socially compatible pairs or groups unless such maintenance is contraindicated for medical or management reasons. The Animal Care and Use Programs must maintain the requirements prescribed by the Animal and Plant Health Inspection Service, USDA and Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor must provide adequate environmental enrichment for the chimpanzees.

The chimpanzees on-site at the APF that are not enrolled in Federal Government supported research protocols as of the initiation of this contract must not be used for experimental procedures at the APF, but will receive routine veterinary care; periodic physicals that include blood and other biological fluid sampling, diagnostic imaging (via x-ray, ultrasound, or other means); and other procedures consistent with the chimpanzees' well-being. Surgery for treatment of spontaneous diseases is permitted.

The chimpanzees on-site at the APF that are enrolled in Federal Government supported research protocols as of the initiation of this contract will be used for experimental procedures only during the first three years of the contract. These experimental procedures only include those procedures that are typically performed on human patients in an outpatient setting. Examples include blood and other biological fluid sampling; diagnostic imaging, percutaneous liver biopsies via needle; prostate needle and transurethral bladder biopsies; and peripheral lymph node biopsies. Prohibited procedures include surgical opening of the peritoneum for visually-directed or laparoscopic liver or lymph node sampling or surgery.

All animals to be recruited into newly initiated research, and any already enrolled animals to be used in experiments during or after Year 4, must be transported to a different research facility, and the long-term care of the animals becomes the responsibility of the transferee. Transferred animals cannot be returned to the APF after the research has been conducted. Since the rate of need for research use is difficult to predict, NCRR will pay the majority of costs to the successful Contractor on a per diem basis for the number of animals present daily at the APF, plus a fee for maintenance of essential administrative, professional, and technical infrastructure. The animals removed from the APF may be purchased from NIH, or may be indefinitely leased at a market-based fee to be negotiated with the ChiMP Office of NCRR. Euthanasia will not be permitted as a general means of population control, e.g., to dispose of chimpanzees with no apparent utility for research or breeding. Euthanasia will be permitted only for medical reasons, e.g., terminal disease, trauma, or complications of aging. Methods must be consistent with the 1993 report of the AVMA Panel on Euthanasia. The Contractor must perform necropsies on all animals that die, and make the data available to the ChiMP office of NCRR upon written request.

B. Transport and Subsequent Use of Animals

It is expected that some animals will be removed yearly from the APF for various reasons, and in most cases ownership of the animals will be retained by the Federal Government. However, the Federal Government reserves the right to sell or otherwise transfer title or ownership of the chimpanzees. The animals removed from the APF may be leased from the Government at a market-based fee to be negotiated with the ChiMP Office of NCRR. The lifetime costs associated with any removed animal's housing and maintenance becomes the permanent responsibility of the organization (transferee) receiving the animals. The potential transferee must obtain written authorization, after supplying adequate documentation of the proposed use and adequate long-term financial arrangements, from the ChiMP Office of NCRR before arranging with the Contractor for the removal of any animals from the APF. The Contractor will be responsible for the administrative and fiscal procedures associated with the transfer, and must initiate shipping the animals. The Contractor must not ship any chimpanzee until it has received a copy of the written authorization provided by the ChiMP Office of NCRR to the transferee.

**General Requirements applicable to animal transport include:**

- (1) Animal Welfare Act, Title 9, Subchapter A, Part 3, "Transportation Standards".
- (2) Current CDC requirements.
- (3) CDC General Guidelines For Handling Nonhuman Primates During Transit And Quarantine, MMWR 1990: 39: 29-30.
- (4) Contractor will maintain contact with carrier personnel in order to ensure their compliance with proper care of chimpanzees during transit.
- (5) Contractor must submit to the Project Officer by telephone, fax, or email, the actual shipment schedule and proposed method of transport no less than

10 days prior to shipment. The Project Officer must be immediately informed of any changes or delays in this schedule.

**Ground Transportation:**

- (1) USDA Licensed Intermediate handler.
- (2) ICC Authority.
- (3) Fully insured for the value of the cargo.

**Air Transportation:**

- (1) International Air Transport (IATA) Live Animal Regulations.
- (2) Must provide delivery from the APF to the airport and from the airport to the designated facility in a temperature-controlled truck.

**Shipping Containers:**

- (1) Chimpanzees must be delivered in properly ventilated, escape-proof containers.
- (2) Each compartmentalized container must have separate water and feed containers for each compartment.

C. Biosafety

Chimpanzees are large and sometimes unpredictable animals. All of the animals at the APF have been exposed to viruses and other microorganisms that can be transmitted to humans with dire consequences. Hazardous materials or operations required by this contract include medical and minor surgical procedures performed with chimpanzees that have been exposed and may be carrying infectious agents such as HBV, HCV, HIV, Simian-HIV (SHIV) and/or other recombinant and natural agents. The Contractor's main facility must have the support of an experienced environmental health and safety department that includes a safety specialist. All Standard Operating Procedures (SOPs) to be used at the APF must be reviewed by a multi-member institutional biosafety committee. This biosafety committee must approve SOPs before they go to the Institutional Animal Care and Use Committee.

The Principal Investigator of this Contract, or director of environmental health and safety at the Contractor's main facility, will have the authority to take intervening action in the event any visitor or employee of the Contractor or the HAFB is in danger. These biosafety policies will be reviewed annually by the institutional biosafety committee. The health and safety policies and procedures must meet all requirements of the Guide for the Care and Use of Laboratory Animals, Biosafety in Microbiological and Biomedical Laboratories, and Occupational Health and Safety in the Care and Use of Research Animals. It is expected that the USDA will continue to periodically inspect the APF after initiation of the contract. All personnel involved in the daily care of contract chimpanzees must wear washable work clothing covered by a impervious laboratory coat or washable/disposable surgeon's gown, disposable rubber gloves, surgical face mask, scrub bonnets, protective eyewear/face shields, and shoe covers. Personnel must use work practices that adhere to Occupational Health and Safety in the Care and Use of Research Animals and 29 CFR 1910.1030, Bloodborne Pathogen Standard.

Contractor personnel must be enrolled in a medical-surveillance program, including banking of their sera. The Contractor must provide a pre-employment physical examination, blood banking, tuberculosis (TB) test, and vaccinations for hepatitis B, measles, vaccinia, mumps, and rubella, as appropriate for each individual employee. A periodic schedule for periodic blood banking, TB testing, and revaccination must be followed. Contractor personnel entering the HAFB must comply with all relevant HAFB Health and Safety requirements.

Persons having active tuberculosis are excluded from work with contract chimpanzees. All appropriate personnel should be immunized against hepatitis A and C, HIV, and other relevant diseases as safe and effective vaccines become available.

The Contractor must provide an effective training program in occupational safety and health. Prior to commencing any work, employees must be properly trained in safe practices and

informed of potential hazards by contract managers and supervisors, and the Contractor must provide written certification to the Project Officer that such training has occurred. The Contractor must be responsible for insuring their staff members are provided with, understand, and follow those safety instructions.

Due to a high risk of susceptibility of the chimpanzees, visitors are required, as a minimum, to have the following health requirements:

1. Negative tuberculin test and/or chest X-ray within 6 months of visit;
2. In overt good health with no signs of respiratory disease; and
3. No exposure to the following illnesses within three weeks of visit: Chicken Pox, Mumps, Rubella, Measles, Yellow Fever or other Arbovirus infection.

[For proposal purposes the following is provided; final language will be provided in the SOW upon contract award.] A plan for the disposition of Medical Pathological Waste (MPW) must be proposed, similar to the following preliminary draft: (1) Animal Room Waste: a. Liquids: sewage pipes, decontamination tanks at 210 degrees F. for 2 hours, public sewage system; b. Solids: double sealed bag, sterilized, dumpster; (2) Animal Carcasses: sealed bag, refrigerated, necropsy, burn box, incinerator; (3) Specimens: sealed bag, in-house processing within Class II biological safety cabinet or sealed centrifuge rotors; double bagged in plastic, labeled appropriately, sealed outside container; delivered as appropriate; (4) Disposable Items: a. Needles and Syringes: sharps container, autoclave as solid waste, commercial biohazard waste disposal service; b. Other Disposables: sealed bag, burn box, incinerator; and (5) Gowns: sealed bag, commercial laundry service.

Although specific plans are not required in the proposals from the offerors, the successful Contractor will collaborate with the HAFB regarding Safety and Health issues, policies regarding employment of felons or illegal aliens, and procedures and requirements for access of the Contractor's personnel to the HAFB facility. Reference should be made to FAR 5352.242-9000, Contractor Access to Air Force Installations, May 1996, and 5352.223-9001, Health and Safety on Government Installations, Jun 1997.

#### D. IACUC and IAMC

The Contractor's main facility must have an Institutional Animal Care and Use Committee (IACUC) that complies with all Office of Laboratory Animal Welfare and USDA requirements. In addition, the Contractor must develop and implement compliant procedures for IACUC review and inspection associated with the APF.

NCRR staff members believe that this contract for care and maintenance of chimpanzees does not need to be approved by the NIH Interagency Animal Models Committee (IAMC) because it proposes no research and no research protocols could be submitted.

If any chimpanzee is removed from the APF for use in research, and the Government retains ownership of the animal, the transferee organization receiving the animal must obtain prior approval from the IAMC for all relevant research protocols. This applies to all current and future research protocols for all Federally-owned chimpanzees; whether Federal, private, commercial, foreign, or any other type of support will fund the research done outside the APF.

#### E. Prevention of Breeding

Breeding of additional animals at the APF is not allowed, and must be prevented, either by means of effective physical separation of the sexes or by long-term use of a contraceptive method already proven to be effective in chimpanzees. All animals born more than 10 months after the start of this contract will belong to the Contractor, will be the Contractor's responsibility, and no per diem or other animal number-related fees will be paid by this Contract. Accidental births of chimpanzees will be considered unacceptable performance of this contract.

No breeding is acceptable unless the Project Officer and the Director of Comparative Medicine, NCCR formally approve the renewal of breeding efforts as a result of a national emergency or other compelling national need for additional animals. This appears unlikely at this time. However, if this should occur, NIH reserves the right to assume title of the newborn animals, and no compensation for this assumption will be due to the Contractor (other than payment of associated per diems).

#### F. Information Technology/Chimpanzee Database

Extensive data on the animals housed at the HAFB has been, and should continue to be, maintained on personal computers via specialized "ARKS" software freely available from the International Species Information System (ISIS). Summary data must be periodically transmitted to ISIS. Collaboration with the ChiMP Office of NCCR, other major national facilities holding research chimpanzees, and ISIS is required. The Contractor will retain custody of, and have primary rights, to the data developed under these awards, subject to Government rights of access consistent with current HHS, PHS, and NIH policies and regulations. The Contractor is required to retain nonexclusive rights to the animal records database when submitting articles for publication or when incorporating the database into other databases. Consistent with the above paragraphs, the Contractor will be encouraged to publish scientific articles on demographic and non-invasive behavioral studies that utilize the APF chimpanzee colony.

As information to potential bidders for this Contract, it is expected that ISIS will provide one computer running ARKS software to the Contractor for on-site data entry, and for interaction with the NCCR-funded national database for chimpanzees.

#### 2. Conform to all Federal laws, Federal policies, NRC and ILAR recommendations, and AAALAC accreditation

It is a Mandatory Qualification Criterion for this contract that the offeror's institution have an Office for Laboratory Animal Welfare (OLAW, formerly Office of Protection from Research Risks [OPRR]) Assurance Number, have a United States Department of Agriculture (USDA) R Registration, and have previously demonstrated the ability to provide high quality care for chimpanzees. This ability could be demonstrated in several ways, such as possession of an Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) accreditation and file number. The Contractor must maintain these requirements, and the APF must be operated in compliance with: a) The Animal Welfare Act (P.L. 89-544, as amended) Rules and Regulations published in the Code of Federal Regulations (CFR), Title 9 (Animals and Animal Products), Chapter 1, Subchapter A (Animal Welfare), Parts 1, 2, and 3; b) Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals, updated 1996; c) The Guide for the Care and Use of Laboratory Animals, revised 1996; d) Biosafety in Microbiological and Biomedical Laboratories (CDC-NIH 1993); e) Occupational Health and Safety in the Care and Use of Research Animals (NRC 1997); f) U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training (OPRR) 1996; g) Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997); h) Report of the AVMA Panel on Euthanasia, JAVMA 202(2), 229-249. 1993; i) The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998; and j) 29 CFR 1910.1030, Bloodborne Pathogen Standard.

As information to potential bidders for this Contract, the offeror is encouraged to propose a plan whereby the APF can achieve AAALAC accreditation.

#### 3. Personnel and Staffing

Delegation of technical duties for contract personnel will be the prerogative of the Contractor. The Contractor must be responsible for the selection, certification, assessment, supervision, management, and control of employees in performance of the Statement of Work. When necessary to ensure continued satisfactory performance of the required services, the Government will request and the Contractor must replace any person under this contract due to inappropriate behavior, poor performance, misconduct, endangering life, a abuse of U.S. Government property, or inhumane treatment of animals.

The Contractor must provide veterinary care and husbandry service 24 hours a day, 7 days a week, every day of the year, including weekends and Government holidays. Contractor staff must be designated essential employees, and at least a minimal staff must report for duty every day of the year, including periods of inclement/severe weather or other adverse working conditions. The Contractor must observe the same holidays as the Federal Government. A Minimum Staffing Plan must be prepared and provided to the Contract Officer and Project Officer within 30 days of contract implementation.

The Contractor must document actual employee hours worked by use of a time sheet, time clock, or other time keeping method, and must only bill for actual hours worked. Overtime and holiday pay must be justified. The Contractor must maintain a flexible work schedule and must use a cost-effective method of providing essential coverage after normal working hours, on weekends, Government holidays, and other periods of Government closure, and may include staggered or alternative schedules. The Contractor must organize the workforce in a way that critical functions are performed even when unforeseen absences of personnel occur.

4. Support activities and necessary reports

The Contractor must conduct the support activities and generate the reports specified below.

At a time agreeable to the Project Officer, but not later than 30 days after contract implementation, the Contractor must conduct an inventory of major equipment, if any, already on-site at the APF. The Contractor and the Government will determine the working order, condition and value of all major pieces of equipment, and the Contractor will charge the contract for the repair of any necessary items not in working order. Title to all equipment purchased with contract funds shall vest in the Government, so that this equipment is available for use in any follow on Contract. The Contractor will be responsible for the routine operation and maintenance of all equipment used in the Contract.

At a time agreeable to the Project Officer, but not later than 30 days after contract implementation, the Contractor must conduct an inventory and prepare a report describing major Alterations and Renovations that are needed to the APF to correct deficiencies that the USDA may categorize as "must be replaced or repaired." The Contractor will be responsible for obtaining estimates for these repairs, and the workscope of the contract and funds for its completion will be modified as necessary. All Alterations and Renovations costing more than \$25,000 must be pre-approved by the Contract Officer and the Project Officer. However, the offeror's proposed budget for the contract should include provision for minor repairs to the buildings, and these minor repairs should not necessitate changes in the workscope and readjustment of the budget or maximum allowable costs of this Contract.

All Contractor vehicle drivers must possess a valid driver's license and must have a safe driving record with no evidence of DWI or DUI. The Contractor must maintain a certificate of vehicle liability insurance for all Contractor vehicles operated at the APF for the duration of this Contract.

The Contractor must ensure that an effective security system and procedures are in place at the APF, and procure and establish these if necessary. The Government is not liable for the loss of personal possessions of the Contractor or its staff. The Contractor must provide emergency pagers for all professional staff and selected technical staff, and these expenses will be direct cost items charged to the Contract.

5. Financial stability of the parent organization, and cost effectiveness of plans for operation and maintenance of the APF

It is expected that some animals will be removed yearly from the APF for various reasons, and in most cases ownership of the animals will be retained by the Federal Government. However, the Federal Government reserves the right to sell or otherwise transfer title or ownership of the chimpanzees. The animals removed from the APF may be leased from the Government at a market-based fee to be negotiated with the ChiMP Office of NCRR. The



sales price, lease price, or use price, will be determined when the animals are selected for transfer, and will be based upon such factors as fair market value, time of service, endowments charged, profit, etc. The lifetime costs associated with any removed animal's housing and maintenance becomes the permanent responsibility of the organization (transferee) receiving the animals. The potential transferee must obtain permission, after supplying adequate documentation of the proposed use and adequate long-term financial arrangements, from the ChiMP Office of NCRR before removing any animals from the APF. The Contractor will be responsible for the administrative and fiscal procedures associated with the transfer, and shipping the animals. Two incentives in this contract encourage the Contractor to maximize the transfer of chimpanzees out of the APF. These include giving the Contractor first rights to assume ownership of any animal within 15 days of receipt of a written request from any third party acceptable to the ChiMP program of NCRR. In addition, the money derived from transfers, leases, and sales will be considered program income that is available to the Contractor for uses approved by the Government. Uses that might be considered, in addition to those in direct performance of the contract, include bonuses to retain or recruit employees; bonuses to recognize employee performance; travel to attend scientific, professional, and staff development meetings; training and examination costs for employee certification; and training, including travel and expenses, to enhance employee development.

6. Other Specific Requirements

The Contractor must provide SOPs for all tasks within 3 months of implementation of the Contract. Subsequent revisions or additions to SOPs will be produced by the Contractor as is deemed necessary by the Contractor or the Project Officer.

References for General and Specific Requirements

(to be made available by the Project Officer to the Contractor upon request)

**Laws:**

- 1.1 Public Law 89-54: Laboratory Animal Welfare Act of 1966, and the provisions of Subchapter A of Chapter 1 of Title 9 of the Code of Federal Regulations designated "Laboratory Animal Welfare" are designated a part of this contract.
- 1.2 Public Law 99-158: Health Research Extension Act of 1985 (NIH Reauthorization Act) as it applies to all research funded by the PHS is designated a part of this contract.

**Policies:**

- 1.3 Guide for the Care and Use of Laboratory Animals (ILAR, NRC 1996).
- 1.4 PHS Policy on Humane Care and Use of Laboratory Animals (OPRR), 1996
- 1.5 Biosafety in Microbiological and Biomedical Laboratories. March, 1993 (CDC-NIH Pub. No. 93-8395).
- 1.6 U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training (OPRR) 1996.
- 1.7 Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997)
- 1.8 Report of the AVMA Panel on Euthanasia, JAVMA 202(2), 229-249. 1993.
- 1.9 The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998
- 1.10 Occupational Health and Safety in the Care and Use of Research Animals (NRC 1997)
- 1.11 29 CFR 1910.1030, Bloodborne Pathogen Standard.

Article C.3. Reporting Requirements

The Government will conduct a post-award site visit. Periodic evaluation by the Project Officer and the Contract Officer of the Contractor's progress via various written reports will be necessary.

Monthly Progress Reports

The Contractor must submit a monthly progress report to the Contracting Officer and the Project Officer. The monthly progress reports are due within ten (10) days following the end of the reporting period. The reports must summarize vacant positions and recruiting actions underway. The report must indicate dates vacancies occurred, recruiting status, anticipated dates of new hires, and the name of the prospective employee. An

animal census and description of changes to the veterinary care and animal husbandry programs, if any, must be included. A description and justification of needed Alterations and Renovations must be submitted with an adequate lead time to allow NIH staff to review the request, and for repairs to be completed, to ensure that the facility continues to comply with relevant standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS).

Annual Progress Reports

An annual summation of contract operations must be submitted by the anniversary date of the contract. The annual report will discuss the general health status of the animals, census status, physical facilities and related administrative activities (e.g., an inventory report), and include all applicable support documents such as the semi-annual IACUC review and site visit report. An inventory of animals supported under this contract must be made available to the Project Officer. This report must include identification of animals by ISIS number, name, sex, location including cage number, age, and any changes to, or additional, pertinent information. In addition, all mortality must be reported, along with a summary of relevant health and postmortem records. Also, a description of losses (or additions if inadvertent progeny are born) from the colony must be included in this report. It is required that the Contractor use a recognized program, preferably the ISIS-ARKS system, for documentation of the health and social status of the colony. A summary of this information should be furnished to ISIS at monthly intervals along with the current animal inventory, and must be reported to ISIS at least yearly.

Special Reports

1. Emergency Telephone Roster - The Contractor must provide to the Project Officer a list of key contract employees' work, pager and home telephone numbers. The report must be submitted to the Project Officer within 10 days of contract implementation, and within 10 days of personnel changes.
2. Minimal Staffing Plan - The Contractor must provide written procedures for maintaining adequate coverage during inclement weather or periods of other closure. The Minimal Staffing Plan will be provided to the Contract Officer and the Project Officer within 30 days of contract implementation.
3. Occupational Safety and Health Training Plan - The Contractor must provide the Project Officer a detailed written program for continuing education in animal facility safety and health requirements. This plan must be submitted not later than 30 days after contract implementation.
4. Initial Occupational Safety and Health Training Assurance Statement - An assurance statement of completion of the Contractor's initial Occupational Safety and Health Training session containing the signature of each employee adjacent to the date of completion must be provided to the Project Officer. Delivery must occur within 30 days of the hire date for new personnel.
5. Incident and Accident Reports - The Contractor must provide a detailed written report of all incidents in which Contractor staff sustain an on-the-job-injury or suspected job-related illness. The report must be provided to the Project Officer within 10 days of the incident's occurrence.
6. Equipment Inventory - The Contractor must conduct an equipment inventory and determine the working order of all major and specialized equipment. The condition of all items must be noted and submitted in a report to the Project Officer within 30 days after contract award.

Special Reports 2 through 6 must be updated whenever significant changes occur to the relevant procedures at the APF.

Copies of Reports

Copies of Reports must be sent to the following individuals in the quantities specified.

<u>No. of Copies</u>	<u>Addressee</u>
1	Project Officer, ChiMP Office Comparative Medicine, NCRR, NIH Suite 6030

6705 Rockledge Drive  
Bethesda, MD 20892-7965

1

Contract Specialist  
Procurement Section  
National Heart, Lung, and Blood Institute  
Room 6143  
6701 Rockledge Drive  
Bethesda, Maryland 20892-7902

Article C.4. Government Responsibilities

Although specific plans are not required in the proposals from the offerors, the successful Contractor and NIH will collaborate with the HAFB regarding the lease of the necessary buildings on HAFB land, and regarding relevant access and safety issues for the HAFB. The buildings to be leased shall be numbers 1300, 1301, 1302, 1303, 1304, 1320 (formerly owned by New Mexico State University), and building 1264 (owned by the Air Force) to be used for administrative functions. In addition, only as necessary during a transition period of three or fewer years, the buildings to be leased include the older and physically remote biocontainment facility area buildings (including number 1208) owned by the Air Force that currently house approximately 30 HIV infected chimpanzees in isolettes and approximately 10 uninfected chimpanzees in building 1208. The charge to the Contractor for the lease of these buildings is expected to be \$1/year. Reference can be made to FAR 5352.242-9000, Contractor Access to Air Force Installations, May 1996, and 5352.223-9001, Health and Safety on Government Installations, June 1997.

The NCRR ChiMP Office will collaborate with the Contractor, other major ChiMP facilities, potential sanctuaries, and ISIS regarding database, animal use, managerial, and fiscal issues as described above, and if other actions become necessary.



**INVOICE/FINANCING REQUEST INSTRUCTIONS**  
**FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-1**

**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 name 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) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception** — 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.
  - (l) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of 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 COA 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.
 Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.
  - (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.**

**SAMPLE INVOICE/FINANCING REQUEST**

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH          National Cancer Institute, RCAB          EPS, Room _____          6120 EXECUTIVE BLVD MSC ____          Bethesda, MD 20892-____</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. and Effective Date _____</p>
<p>(e) Payee's Name and Address</p> <p>ABC CORPORATION          100 Main Street          Anywhere, U.S.A. zip code</p>	<p>(f) Total Estimated Cost of Contract _____</p> <p>(g) Total Fixed Fee _____</p>

Attention: Name, Title, and Phone Number  
of Official to Whom Payment is Sent

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(h) This invoice/financing request represents reimbursable costs from Aug. 1, 1982 through Aug. 31, 1982

	(i) Amount Billed <u>for Current Period</u>	(j) Cumulative Amount <u>From Inception</u>
(k) Direct Costs		
(l) Direct Labor	\$ 3,400	\$ 6,800
(2) Fringe Benefits	600	1,200
(3) Accountable Personal Property (Attach Form HHS-565)		
Permanent Research	3,000	6,000
General Purpose	2,000	2,000
(4) Materials and Supplies	2,000	4,000
(5) Premium Pay	100	150
(6) Consultant Fee-Dr. Jones 1 day @ 100 (COA #3)	100	100
(7) Travel (Domestic)	200	200
(Foreign)	200	200
(8) Subcontract Costs	-0-	-0-
(9) Other	-0-	-0-
Total Direct Costs	<u>\$11,600</u>	<u>\$20,650</u>
(l) Cost of Money (Factor) of (Appropriate Base)	2,400	3,600
(m) Indirect Costs -- Overhead		
_____ % of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	<u>700</u>	<u>1,400</u>
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		<u>(1,700)</u>
(q) Grand Totals	\$18,700	<u>\$29,950</u>

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

\_\_\_\_\_  
Name of Official)

\_\_\_\_\_  
(Title)





# INSTRUCTIONS FOR COMPLETING FORM NIH 2706 "FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT"

## GENERAL INFORMATION

**Purpose.** Form NIH 2706 is designed to: (1) provide a management tool for use by be NIH in monitoring the application of financial and personnel resources to the NIH contracts; (2) provide contractors with financial and personnel management data which is usable in their management processes; (3) promptly indicate potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and personnel; and (4) obtain contractor's analyses of cause and effect of significant variations between actual and prior estimates of financial and personnel performance.

## REPORTING REQUIREMENTS

**Scope.** The specific cost and personnel elements to be reported shall be established by mutual agreement prior to award. The Government may require the contractor to provide detailed documentation to support any element(s) on one or more financial reports.

**Number of Copies and Mailing Address.** An original and two (2) copies of the report(s) shall be sent to the contracting officer at the address shown on the face page of the contract, no later than 30 working days after the end of the period reported. However, the contract may provide for one of the copies to be sent directly to the project officer.

## REPORTING STATISTICS

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form NIH 2706, except where it is determined by the contracting officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

**Definitions and Instructions for Completing Form NIH 2706.** For the purpose of establishing expenditure categories in Column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) **Key Personnel.** Include key personnel regardless of annual salary rates. All such individuals should be listed by names and job titles on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) **Personnel--Other.** List as one amount unless otherwise required by the contract.
- (3) **Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate(s) has been established, identify the base, rate, and amount billed for each category. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.
- (4) **Accountable Personal Property.** Include nonexpendable personal property with an acquisition cost of \$1,000 or more and with an expected useful life of two or more years, and sensitive items regardless of cost. Form HHS 565, "Report of Accountable Property," must accompany the contractor's public voucher (SF 1034/SF 1035) or this report if not previously submitted. See "Contractor's Guide for Control of Government Property."
- (5) **Supplies.** Include the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of nonexpendable equipment as defined in (4) above.
- (6) **Inpatient Care.** Include costs associated with a subject while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.

- (7) **Outpatient Care.** Include costs associated with a subject while not occupying a bed. It normally includes ancillary costs only.
- (8) **Travel.** Include all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.
- (9) **Consultant Fee.** Include fees paid to consultant(s). Identify each consultant with effort expended, billing rate, and amount billed.
- (10) **Premium Pay.** Include the amount of salaries and wages over and above the basic rate of pay.
- (11) **Subcontracts.** List each subcontract by name and amount billed.
- (12) **Other Costs.** Include any expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.
- (13) **Overhead/Indirect Costs.** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (14) **General and Administrative Expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.
- (15) **Fee.** Cite the fee earned, if any.
- (16) **Total Costs to the Government.**

## PREPARATION INSTRUCTIONS

These instructions are keyed to the Columns on Form NIH 2706.

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

**Column B--Percentage of Effort/Hours Negotiated.** Enter the percentage of effort or number of hours agreed to during contract negotiations for each labor category listed in Column A.

**Column C--Percentage of Effort/Hours-Actual.** Enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

**Column D--Cumulative Incurred Cost at End of Prior Period.** Enter the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

**Column E--Incurred Cost-Current Period.** Enter the costs which were incurred during the current period.

**Column F--Cumulative Incurred Cost to Date.** Enter the combined total of Columns D and E.

**Column G--Estimated Cost to Complete.** Make entries only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

**Column H--Estimated Costs at Completion.** Complete only if an entry is made in Column G.

**Column I--Negotiated Contract Amount.** Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

**Column J--Variance (Over or Under).** Complete only if an entry is made in Column H. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H)

and negotiated costs (Column I). When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column J by Column I, 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.** List any modification in the amount negotiated for an item since the preceding report in the appropriate cost category.

**Expenditures Not Negotiated.** List any expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) in the appropriate cost category and complete all columns except for I. Column J will of course show a 100 percent variance and will be explained along with those identified under J above.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DUNN & BRADSTREET NUMBER : \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE (Description): \_\_\_\_\_

TOTAL CONTRACT AMOUNT (Breakout Options):	\$ _____	\$ _____
	Base Year	Option #1
	\$ _____	\$ _____
	Option #2	Option #3
		Option #4

TOTAL MODIFICATION AMOUNT (If Applicable): \_\_\_\_\_

TOTAL TASK ORDER AMOUNT (If Applicable): \_\_\_\_\_

PERIOD OF CONTRACT PERFORMANCE  
(Month, Day, Year): \_\_\_\_\_

***The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.***

1. **Type of Plan** (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 standard and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval).
- Commercial product/service plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated on a company, division, plant or product line basis reflecting projected annual sales for commercial and non-commercial items. Must be renewed annually and Contractor must provide copy of lead agency approval).

2. **Goals**

State separate dollar and percentage goals for Small Business Concerns (SB), Small Disadvantaged Business Concerns (SDB), Women-Owned Small Business Concerns, (WOSB), Historically Underutilized business Zone (HUBZone), and Other than Small Business Concerns (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 applicable) 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. Total estimated dollar value and percent of planned subcontracting with **SMALL BUSINESS CONCERNS** (includes SDB, W OSB, and HUBZone): (% of "a")  
\$\_\_\_\_\_ and \_\_\_\_\_%
- c. Total estimated dollar value and percent of planned subcontracting with **SMALL DISADVANTAGED BUSINESS CONCERNS**: (% of "a")  
\$\_\_\_\_\_ and \_\_\_\_\_%
- d. Total estimated dollar value and percent of planned subcontracting with **WOMEN-OWNED SMALL BUSINESS CONCERNS**: (% of "a")  
\$\_\_\_\_\_ and \_\_\_\_\_%
- e. Total estimated dollar value and percent of planned subcontracting with **HUBZone SMALL BUSINESS CONCERNS**: ( % of "a")  
\$\_\_\_\_\_ and \_\_\_\_\_%
- f. Total estimated dollar value and percent of planned subcontracting with **OTHER THAN SMALL BUSINESS CONCERNS**: (% of "a")  
\$\_\_\_\_\_ and \_\_\_\_\_%



- j. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, and women-owned, and HUBZone small business concerns.

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### 3. Program Administrator

Name, title, and position within the corporate structure as well as duties and responsibilities of the employee who will administer the contractor's subcontracting program.

NAME:

TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

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

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing;
- b. Developing and maintaining bidders lists of small, small disadvantaged, women-owned, and HUBZone small business concerns from all possible sources.
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists.
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, women-owned, and HUBZone small businesses;
- e. Using various sources for the identification of small, small disadvantaged, and women-owned, and HUBZone small business concerns to include the SBA's PRONET System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Data Base, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce, and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.
- h. Ensuring small, small disadvantaged, women-owned, and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;



- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies, and;
- m. Other duties \_\_\_\_\_

**4. Equitable Opportunity**

Describe efforts the offeror will make to ensure that small, small disadvantaged, women-owned, and HUBZone small business 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 small, small disadvantaged, women-owned, and HUBZone small business procurement conferences and trade fairs;
  - 4) Requesting sources from the Small Business Administration's (SBA) PRONET, and, and other SBA resources, and;
  - 5) Conducting market surveys to identify new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
  - 1) Presenting workshops, seminars, and training programs;
  - 2) Establishing, maintaining, and using small, small disadvantaged, women-owned, and HUBZone small business source lists, guides, and other data for soliciting subcontracts, 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 subcontracts that offer 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." (FAR 19.704(a)(4)).

**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 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 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

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

**ADDRESSES**

- (a) SF-294 to be submitted to: cognizant Contracting Officer
- (b) SF-295 to be submitted to cognizant Contracting Officer and to the following office:  
  
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
- (c) Submit "info" copy to SBA Commercial Market Representative (CMR); call SBA at (202) 205-6475 to locate CMR.

**7. Recordkeeping**

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. Small, small disadvantaged, women-owned, and HUBZone small business concerns source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, small disadvantaged, women-owned, and HUBZone small business sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, women-owned, and HUBZone small business concerns to receive the subcontract award;
- 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 size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records: \_\_\_\_\_

## SIGNATURE PAGE

**THIS SUBCONTRACTING PLAN WAS SUBMITTED BY :**

CONTRACTOR:

---

CONTRACTOR SIGNATURE:

---

TYPED NAME:

---

TITLE:

---

DATE PREPARED:

---

**THIS PLAN (Check One):**

**INDIVIDUAL**

**MASTER**

**COMMERCIAL**

**IS ACCEPTED BY:**

FEDERAL AGENCY:

---

FEDERAL CONTRACTING  
OFFICER SIGNATURE:

---

TYPED NAME:

---

DATE:

---

PHS 352.223-70 SAFETY AND HEALTH (DEVIATION) (AUGUST 1997)

- (a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State and local laws and regulations applicable to the work being performed under this contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration and other agencies at the Federal, State and local levels (Federal, State and local regulatory/enforcement agencies).
- (b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer in conjunction with the project or other appropriate officer, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, an equitable adjustment will be made in accordance with the applicable "Changes" Clause set forth in this contract.
- (c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
- (d) If the Contractor fails or refuses to comply promptly with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any stop work order shall be subject to a claim for extension of time or costs or damages by the Contractor.
- (e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

(End of clause)

## 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 cost-reimbursement 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.

WAGE RATE DETERMINATION WILL BE INCORPORATED INTO RESULTANT CONTRACT

\*

# 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 d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. Initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee 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>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s))</p>	<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p style="text-align: center;">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 <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ 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 style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <span style="margin-left: 100px;">Yes</span> <span style="margin-left: 100px;">No</span></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 Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	

**Federal Use Only**

Authorized for Local Reproduction  
Standard Form--LLL

**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 charge 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 PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH <b>PROPOSAL SUMMARY AND DATA RECORD</b>	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

RFP Title: \_\_\_\_\_

RFP Number: \_\_\_\_\_

COST  
ELEMENT

Year 1      Year 2      Year 3      Year 4      Year 5

DIRECT LABOR:

    Labor Category and  
    Labor Hours

(Title and Name--  
use additional pages  
as necessary)

DIRECT LABOR  
    COST

MATERIAL COST

TRAVEL COST

OTHER (Specify) \_\_\_\_\_

TOTAL DIRECT COST    \$                    \$                    \$                    \$                    \$

Specific Instructions:

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

# 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 Cancer Institute. 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.

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>Total</u>
<u>DIRECT LABOR:</u>								
<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Rate</u>	<u>Hours Amt</u>	<u>Hours Amt</u>	<u>Hours Amt</u>	<u>Hours Amt</u>	<u>Hours Amt</u>	<u>Hours Amt</u>	<u>Hours Amt</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>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFIT COST:</u> (if applicable) __% of Direct Labor Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>INDIRECT COST:</u> __% of Total Direct Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FEE:</u> (if applicable) __% of Total Est. Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>GRAND TOTAL ESTIMATED 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. NHLBI-RR-P-00-595

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY **JULY 3, 2000**. 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:

Kathleen Jarboe  
 Contracting Officer  
 Procurement Section, Contracts Operations Branch  
 National Heart, Lung, and Blood Institute  
 National Institutes of Health  
 Rockledge Building Two, Room 6143  
 6701 ROCKLEDGE DRIVE, MSC 7902  
 BETHESDA MD 20892-7902

**FAX: 301-480-3345**

**AND**

Dr. Charles Hollingsworth  
 Director, Office of Review  
 National Center for Research Resources  
 National Institutes of Health  
 Rockledge Building One, Room 6100  
 6705 ROCKLEDGE DRIVE MSC 7965  
 BETHESDA MD 20892-7965

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**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 paragraph 315.608-72.

- (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.)