

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 99 pages

1. Purchase Authority: 42USC201, Public Health Service Act of 1944

2. Request For Proposal (RFP) Number: NHLBI-RR-P-01-759	3. Issue Date: September 28, 2001	4. Just In Time <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L
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6. TITLE: Operation and Maintenance of a Sanctuary to Provide Lifetime Care for Chimpanzees

7. ISSUED BY: 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. SUBMIT OFFERS TO: 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 November 30, 2001**. 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

*Please send us your feedback, comments, and questions
by using the appropriate link on the page, [Contact the NHLBI](#).*

[Note to users of screen readers and other assistive technologies: please report your problems here.](#)

Thanks!

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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 75 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 from private, nonprofit organizations to operate and maintain a sanctuary to provide lifetime care for chimpanzees.

IMPORTANT NOTE REGARDING FOREIGN FACILITIES - NCRR believes that the Contractor will be a US-based organization operating sanctuary site(s) in the U.S., in order to minimize the large number of problems that would be created by attempting to contract with a foreign entity. These would include difficulty in obtaining either mandatory or courtesy USDA inspections, difficulties in assuring long-term financial stability, difficulties in some foreign nations with civil unrest that would endanger the chimpanzees and caretakers, and awarding US taxpayer funds to foreign organizations when qualified entities appear to exist in the U.S. based on the sources sought synopsis done previously. In addition, foreign entities or facilities are ineligible to receive funding via C06 Construction Grants from NIH.

IMPORTANT NOTE REGARDING SUBCONTRACTING - The typically used boilerplate language in this RFP that relates to subcontracting generally refers to the use of such entities as plumbing or electrical repair companies, transportation companies, and other services that are widely available, and therefore must be competed to obtain an appropriate price. However, it seems unlikely that small disadvantaged businesses (which by definition are for-profit) will exist that could be subcontractors for chimpanzee care in the overall system. In addition, it is possible (but not required) that the Contractor to be selected to run the sanctuary system will propose to include off-site subcontractors that house more than 75 chimpanzees. For the purpose of subcontracting chimpanzee care, the offerors must clearly describe what subcontractors they are proposing, and/or how such subcontractors would be selected once the contract is awarded. If the subcontractor(s) proposed are sole source selection(s) (proposed without open competition) an appropriate justification is needed. Questions regarding subcontracting should be directed to the Contracting Officer.

Note that since the Contractor is required by legislation to be a non-profit organization, neither a "fee" or an "incentive" is payable under the to-be-awarded contract. If a proposed subcontractor is a non-profit organization, then no "fee" or "incentive" is payable to the subcontractor under the to-be-awarded contract.

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

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

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

Quarterly Progress Reports

The Contractor must submit a quarterly progress report to the Contracting Officer and the Project Officer. The quarterly 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(s). 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 report, and for repairs to be completed, to ensure that the facility continues to comply with U.S. Department of Agriculture (USDA) and the Public Health Service (PHS) laws, regulations, and policies. If, or when, site visits are made by the USDA, they must be reported, and a copy of the USDA site visit report(s) must be included in the quarterly report.

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 program reviews and site visit reports. 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 software program for documentation of the health and social status of the colony. A summary of this information should be furnished to ISIS when the status changes, and must be reported to ISIS at least yearly.

Special Reports

1. Emergency Telephone Roster - The Contractor must provide to the Contracting Officer and the Project Officer a list of key contract employees' work, pager and home telephone numbers. The report must be submitted 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 Contracting Officer and the Project Officer within 30 days of contract implementation.

3. Occupational Safety and Health Training Plan - The Contractor must provide the Contracting Officer and 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 Contracting Officer and 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 Contracting Officer and 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 as part of the Annual Progress Report.

Special reports 2 through 6 must be updated whenever significant changes occur to the relevant procedures or situation at the sanctuary sites.

Copies of Reports

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

No. of Copies	Addressee
1	Project Officer, Comparative Medicine, NCRR, NIH Suite 6030 6705 Rockledge Drive Bethesda, MD 20892-7965
1	Contracting Officer Procurement Section National Heart, Lung, and Blood Institute Room 6143 6701 Rockledge Drive Bethesda, Maryland 20892-7902

SECTION D - PACKAGING, MARKING AND SHIPPING

For shipping of chimpanzees into the sanctuary system, or among multiple sites within the system, the following standards must be followed:

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.

Air Transportation:

1. International Air Transport (IATA) Live Animal Regulations.
2. Must provide delivery to and from the airports 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

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]:

Item	Description	Quantity	Delivery Schedule
(a)	Quarterly 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 as part of Annual Progress Report

*Please note that reports d through h must be updated whenever significant changes occur to the relevant procedures and situation at the sanctuary sites.

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

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

Addressee	Deliverable Item No.	Quantity
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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 at least 20,800 direct labor hours per year for the professional and technical support staff members named below. 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:

Labor Category	Labor hours				
	Year 1	Year 2	Year 3	Year 4	Years 5-10
Professional (includes Principal Investigator, Deputy Principal Investigator, possibly one additional veterinarian, OSH Officer/Nurse)	8,320	8,320	8,320	8,320	8,320
Support (includes Program Administrator, Information Technologist, Behaviorist, possibly a Clinical Technician, Colony Manager, Secretary)	12,480	12,480	12,480	12,480	12,480
Multiple Animal Care/Enrichment Technicians at approximately 1 per 10-15 chimpanzees	2,080/ Tech	2,080/ Tech	2,080/ Tech	2,080/ Tech	2,080/ Tech
Multiple Maintenance Workers: the number will depend on the type of housing selected.	2,080/ Worker	2,080/ Worker	2,080/ Worker	2,080/ Worker	2,080/ Worker

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
[To be included in any resultant contract]	

ARTICLE G.3. REIMBURSEMENT PROCEDURES FOR RECIPIENTS AND TRANSFERS

- a. During the course of this contract, the Contracting Officer or his duly designated representative may notify the Contractor to make certain shipments of animals directly to other parts of the sanctuary system, such as specified U.S. Government Recipients; Contractor/Government Agencies/or 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.

In addition, during the course of this contract, the Contractor may bring additional animals into the sanctuary system. The administration of any contract-related income (such as that from possible fees charged for entry of privately owned chimpanzees into the sanctuary system or from possible fees arising from shipping animals to other recipients) 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.

- b. The Contractor shall bill recipients directly for any animals provided, as directed by the Project Officer. Any charges for these animals shall be in accordance with terms to be negotiated among the Contractor, recipients and NCRR. In addition, the Contractor shall receive directly any fees collected for accepting non-federal chimpanzees into the sanctuary system. Any fees collected shall be used for the costs of operating the sanctuary system.

The Attachment entitled "Quarterly Summary of Transactions and Transfers," 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 and fees collected for accepting non-federal chimpanzees. These shall be kept separate from other fiscal aspects of the contract. The Contractor shall record and report all payments and fees received from the Government Grantees/Contractors/Government Agencies/or other private organizations. The income from recipients and fees 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 Quarterly Summary of Transactions and Transfers, 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 Quarterly Progress Report.

- 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:

Expenditure Category A	Percentage of Effort/Hours
(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) Reserved	
(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	

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. PERIODIC EVALUATION OF PAST PERFORMANCE

Periodic evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. These will be prepared approximately annually to coincide with the anniversary date of the contract.

The periodic 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. NEEDLE EXCHANGE

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

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

[Applicable information to be included upon contract award]

ARTICLE H.2. ANIMAL WELFARE ASSURANCE

The contract proposal must carefully describe the offeror's plans for obtaining the various assurances and registrations discussed below. The funded contractor must comply with the Animal Welfare Act, PHS Policy, and USDA regulations regarding the use of animals in research. If no research (whether observational or interventional, behavioral or biomedical, invasive or noninvasive), or exhibition of animals (whether paid or non-paid) occur, then no animal assurance from the Office for Laboratory Animal Welfare (OLAW), or USDA R Registration is required for this contract. However, NIH expects the Contractor to request courtesy USDA inspections. It is expected that USDA representatives will periodically inspect the sanctuary site(s) and issue reports to the Contractor and NIH. Major alterations and renovations may be needed to the site(s) 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 accomplishing and funding those repairs.

If research or exhibition will occur using sanctuary animals, then the Contractor must obtain its own animal assurance from OLAW, as required by Section I-43-40 of the Public Health Service Policy on Humane Care and Use of

Laboratory Animals, and must hold a USDA R Registration, before initiation of the Contract. The contractor shall maintain an Animal Welfare Assurance from NIH and a USDA R Registration for the duration of any research or exhibition; and any subcontractors involved in research or exhibition must obtain and maintain an approved Animal Welfare Assurance and R Registration.

ARTICLE H.3. 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
Contracts Operations Branch
National Heart, Lung, and Blood Institute, NIH
RKL2, Room 6142
6701 ROCKLEDGE DR MSC7902
BETHESDA MD 20892-7902

- (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.4. 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.5. PRESS RELEASES

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

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

[Applicable information to be included upon contract award]

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

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

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

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.7. ANTI-LOBBYING

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

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

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

{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:

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

FAR CLAUSE NO.	DATE	TITLE
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Oct 2000	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	May 2001	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-3	Apr 1984	Patent Indemnity
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	May 2001	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	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs

FAR CLAUSE NO.	DATE	TITLE
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:

HHSAR CLAUSE NO.	DATE	TITLE
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
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	Jan 2001	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 31.7

ALTERNATE II (October 2000) of FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCTOBER 2000) 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 52.249-4, 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 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).

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

[] Offeror elects to waive the evaluation preference."

- (2) FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCTOBER 1999).
- (3) FAR 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation - General (SEPTEMBER 2000).

- (4) FAR 52.230-2, Cost Accounting Standards (APRIL 1998).
- (5) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998).
- (6) FAR 52.230-5, Cost Accounting Standards - Educational Institution (APRIL 1998).
- (7) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999).
- (8) FAR 52.237-3, Continuity of Services (JANUARY 1991).
- (9) FAR 52.237-10, Identification of Uncompensated Overtime (OCTOBER 1997).
- (10) FAR 52.251-1, Government Supply Sources (APRIL 1984).

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

- (1) HHSAR 352.216-72, Additional Cost Principles (OCTOBER 1990).
- (2) HHSAR 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

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 (MAY 2001)**

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

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

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

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

ARTICLE I.5. SERVICE CONTRACT ACT

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefit
Program Administrator	\$14.00/hour
Information Technologist	\$21.00/hour
Behaviorist	\$18.00/hour
possibly a Clinical Laboratory Technician	\$13.00/hour
Colony Manager (On-Site Supervisor)	\$12.00/hour
Laboratory Animal Caretakers	\$11.00/hour
OSH Officer/Nurse	
Secretary	Rates to be provided
Maintenance Workers	

(End of Clause)

- c. **FAR 52.222-49, SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

"(a), wage determinations have been requested for the following: *[insert places or areas]* . The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by *[insert time and date]*"

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. Quarterly Summary of Transactions and Transfers, September 2001, 1 page.
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1⁴, May, 1997, 4 pages.
5. Financial Report of Individual Project/Contract, NIH 2706⁴, May, 1997, 1 page.
6. Instructions for Completing Form NIH 2706⁴, May, 1997, 3 pages.
7. Subcontract Plan Format , February, 1999, 7 pages.
8. Safety and Health (Deviation), PHSAR Clause 352.223-70⁴, August, 1997, 1 page.
9. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April, 1984, 1 page.
10. Wage Rate Determination
11. Disclosure of Lobbying Activities, OMB Form SF-LLL², December, 1989, 3 pages.
12. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June., 1982, 2 pages.
13. Contact Points², July, 1991, 1 page.
14. Technical Proposal Cost Information¹, December, 1988, 1 page.
15. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September, 1992, 2 pages.
16. Summary of Related Activities¹, March, 1984, 1 page.
17. Proposal Intent Response Sheet⁶, March, 1984, 1 page.
18. Government Notice for Handling Proposals¹, 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. Reserved
6. Complete this form as soon as possible and return as indicated on the form .
7. Reserved
8. Reserved.

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://rcb.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

a. 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).

[Note: In accordance with HHSAR 352.215-1, the following paragraph (e) is substituted for the subparagraph (e) of the provision at FAR 52.215-1.]

- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the

offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

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

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

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

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

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

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

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

(f) *Contract award.*

- (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.

b. **NAICS CODE AND SIZE STANDARD**

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

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 56121.
- (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.

c. **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 September 30, 2002.

It is anticipated that the award from this solicitation will be a multiple year, cost-reimbursement type contract with a term of ten (10) years, and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

d. **ESTIMATE OF EFFORT**

Though the health and care of the animals are 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 20,800 labor hours per year for the professional and technical support staff members named below. In addition, it is expected that multiple Animal Care/Enrichment Technicians will be needed, in an amount of approximately 1 position per 10-15 chimpanzees, plus multiple Maintenance Workers will be needed, with the number dependent on the type of housing selected. The labor hours include vacation, sick leave, and holiday. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

e. **LEVEL OF EFFORT**

The Government's requirement for the work set forth in the Statement of Work of this solicitation is estimated at 20,800 direct labor hours per year for the 4 named professional and 6 named technical possible staff members named below, plus an unknown number of animal care/enrichment technicians, and an unknown number of maintenance worker positions. It is estimated that the labor hours will be expended approximately as follows:

Labor Category	Labor hours				
	Year 1	Year 2	Year 3	Year 4	Years 5-10
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
possibly a Veterinarian	2,080	2,080	2,080	2,080	2,080
OSH Officer/Nurse	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
possibly a Clinical Technician	2,080	2,080	2,080	2,080	2,080
Colony Manager	2,080	2,080	2,080	2,080	2,080
Secretary	2,080	2,080	2,080	2,080	2,080
Multiple Lab Animal Care/Enrichment Technicians at approximately 1 per 10-15 chimpanzees	2,080/ Tech	2,080/ Tech	2,080/ Tech	2,080/ Tech	2,080/ Tech
Multiple Maintenance Workers: the number will depend on the type of housing selected.	2,080/ Worker	2,080/ Worker	2,080/ Worker	2,080/ Worker	2,080/ Worker

f. COMMITMENT OF PUBLIC FUNDS

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

g. COMMUNICATIONS PRIOR TO CONTRACT AWARD

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

h. RELEASE OF INFORMATION

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

i. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. 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.

j. 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 work funded by the PHS is designated a part of this contract.
3. Public Law 106-551, Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act of 2000, which amended Section 481C of the Public Health Service Act 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. CDC, 4th Edition, 1999.
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. 2000 Report of the AVMA Panel on Euthanasia, JAVMA 218(2), 669-696. 2001
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.

The offerors are encouraged to consult the published literature on the care of captive chimpanzees to select and incorporate procedures and concepts that they judge to be appropriate in relation to the framework provided by this RFP.

k. **PREPARATION COSTS**

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

l. **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) **Evaluation of Proposals**

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

(7) **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.

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

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

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

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

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

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

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

The following notice, amended specially for this contract, is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors for the Chimpanzee Sanctuary System of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects

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 proposing research or exhibition of vertebrate animals, 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 in research or exhibition 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 in research or exhibition 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 Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies are of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

Please note that if no research, sales, or exhibitions of animals are proposed, the previous paragraph is not applicable to the award of this contract.

(10) **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.

(11) 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 finalize details with the successful offeror after Final Proposal Revisions (FPRs) in accordance with HHSAR 315.370.

- 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.

(12) 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>.

(13) 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

(14) **Salary Rate Limitation in Fiscal Year 2002**

Offerors are advised that pursuant to P.L. 106-554, no NIH Fiscal Year 1 (October 1, 2000 - September 30, 2001) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses). This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 106-554 applies only to Fiscal Year 2001 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multiple year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts. 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 I."

***This rate may change periodically. For your information, the Senior Executive Service rates that are used can be found at:**

<http://www.opm.gov/oca/PAYRATES/index.htm>

(15) **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.

(16) **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.

(17) **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) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- b) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

(18) **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.

(19) **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 3-page Biographical Sketches that include Other Support, or the section listing the literature cited. Appendices shall be limited to 300 single-sided pages or 150 double-sided pages. Appendices may contain selected Curriculum Vitae, Letters of Commitment,

Letters of Recommendation or Support, selected standard operating procedures, and promotional materials such as folders or web 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. Subcontractor(s), if included as a sanctuary system site housing chimpanzees, must provide a complete cost proposal in the same format as the offeror's cost proposal.

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.

Funds for construction of chimpanzee housing and related infrastructure must be obtained via the C06 grant application review and award process. C06 grant applications must adhere to the page limitations to be stated in the specific Request for Applications regarding C06 chimpanzee sanctuary construction that will appear in the NIH Guide in 2001.

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 the project and, if appropriate, include 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 proposed 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 Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the 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

3-page Biographical Sketches of all key professional personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, a listing of relevant publications, and Other Support.

(5) Personnel Qualifications and Requirements

NIH estimates that approximately 4 professional (a Project Director, Deputy Director, possibly 1 veterinarian on-site, and OSH Officer/Nurse), each at 100% effort, and approximately 6 technical staff (a Program Administrator, Information Technologist, Behaviorist, possibly a Clinical Technician, a Colony Manager, and a Secretary) each at 100% effort, are likely to represent the required infrastructure. In addition, a to-be-determined number of animal care technicians/enrichment technicians, and maintenance worker positions, and other essential staff must 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, 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 care. Relevant technical staff such as animal caretakers will be evaluated with respect to 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:

Director and Deputy Director - The Director must have significant successful experience in the management of nonhuman primate facilities. The Deputy Director should have the capability to act as Interim Director in the absence of the Director. At least one of the Director or Deputy Director must have a veterinary degree and a current state veterinary license, and provide up to 50% effort in clinical duties if no Clinical Veterinarian described below is proposed.

Possibly 1 Clinical Veterinarian on-site - A Clinical Veterinarian ideally would possess a degree in veterinary medicine, a current state veterinary license, and have three or more years experience in nonhuman primate medicine.

OSH Officer/Nurse - The Nurse/OSH Officer will be full time on-site and will provide emergency care to employees for work-related injuries, and will also establish and maintain relevant paperwork and procedures. Note that the Nurse/OSH Officer and the Director (and director of environmental health and safety at the Contractor's main facility, if applicable) will all have the authority to take intervening action in the event any visitor or employee of the Contractor is in danger.

Program Administrator - The Program Administrator will have significant responsibility. He/she will support all necessary administrative functions such as ACUC approvals, personnel actions, payrolls, report preparations, etc.

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.

Behaviorist - The Behaviorist will provide environmental enrichment and work with the veterinarian(s) to ensure the psychological well-being of the sanctuary's chimpanzees. At least two years of experience providing environmental enrichment to nonhuman primates, and at least a Bachelors degree are required.

Possibly a Clinical Laboratory Technician- The Clinical Laboratory Technician would 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, chronic viremia, and possibly latent infections. At least three years of experience providing a range of clinical laboratory procedures, and at least a Bachelors degree, are required. Alternatively, the sanctuary site(s) could obtain clinical laboratory testing from nearby existing laboratories on a fee-for-service basis.

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

Secretary - The Secretary will assist the Director and other employees of the sanctuary site(s) by providing typical secretarial services.

Laboratory Animal Caretakers/Enrichment Technicians - Laboratory Animal Caretakers must be capable of performing basic animal care duties under the guidance of supervisor(s).

Maintenance Workers - At least one supervisory and a to-be-determined number of non-supervisory maintenance workers will provide maintenance and minor repairs, and coordinate major repairs.

(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.
- f) Matching funds (see the discussion regarding Matching Funds in the Statement of Work and Section 2. F. below).

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, as well as those costs to be contributed by the contractor (SEE Requirements for Matching Funds in the Statement of Work). 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 "Formats 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. **Requirements for Matching Funds.** The Contractor will provide non-Federal contributions toward the costs to be incurred by the Contractor in establishing and operating the sanctuary system, in cash or in-kind, in an amount not less than the following, as applicable:
 - 1. For expenses associated with establishing the sanctuary system (as determined by NIH), 10 percent of such costs (\$1 for each \$9 of Federal funds provided under the Contract under paragraph (1) of the Act), and
 - 2. For expenses associated with operating the sanctuary system (as determined by NIH), 25 percent of such costs (\$1 for each \$3 of Federal funds provided under such Contract).

All offerors must provide evidence of their organization's in-hand ability to make non-Federal contributions in cash or in-kind, in an amount not less than 10% of the establishment costs (including construction costs), and 25% of the yearly operational expenses. In-kind funds must include the net value of land (an Offeror must provide a financial assessment of just the acreage necessary for the NIH-funded sanctuary, from a reputable source of the current realistic sales price, minus any liens or mortgages, minus the cost of selling such as sales fees and transfer taxes); and may include major equipment for operation of the sanctuary already owned by the Contractor that will be

provided at no charge to the contract; promised contributions of effort by professional, technical, and animal care personnel that will otherwise replace employees that would have been paid by the Contract; and contributed services such as laboratory tests provided at discount rates by established qualified laboratories. It is necessary that all proposed in-kind assets be adequately documented in the Contract proposal.

A description must be included of whether the organizational assets are already in-hand, or will be solicited by realistic mechanisms. In addition, the proposal must describe how the total organizational assets are to be allocated among the initial construction cost via a C06 construction grant(s), versus the care and maintenance costs distributed over the first 10 years of the Contract. In order to count toward the matching requirement, proposed contributions of effort must include the contributor's names, their expertise presented by an up-to-date 3 page NIH Biographical Sketch that includes Other Support, and signed letters of intent. General in-hand assets of the nonprofit entity(ies) submitting Contract proposals should be documented by an audited (or otherwise verified) statement of assets typically already possessed by 501 (c) 3 organizations. All proposed matching contributions will be identified in cost-sharing clauses in the contract, and the Contractor will be audited to insure compliance with the terms of the contract.

Once the Contract is awarded, any fees collected under the Act for the entry of non-Federal chimpanzees will be forwarded to the Contractor, and these fees can then be used to satisfy the matching requirements of the Act. The Contractor will be required to account for and report on the use of these fees.

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. A separate breakdown must be provided for the matching funds and in-kind contributions.

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.

(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 by direct costs charged to 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.

(8) **Subcontractors**

NIH believes that the standards of care, degree of governmental review of proposed support, and governmental oversight of ongoing animal care programs at potential subcontractors will be as stringent as those for the main Contractor. If subcontractors are proposed, the offeror must include in their proposal a commitment letter from each subcontractor detailing the following:

- 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.

In order to construct facilities using NIH C06 funds, the subcontractor(s) will need to follow the same 3-step, post-award process to obtain NIH approval of their architectural and engineering plans, before formal bids may be obtained from construction companies.

(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 (including matching funds), and small disadvantaged business factors. Although all evaluation factors other than cost or price, when combined, are significantly more important than cost or price, because of the unique requirement for matching funds fiscal concerns are included in technical evaluation factors and cost/price will be given careful consideration in the final selection.

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

General plans for construction are required in the original contract submission. In addition, a C06 construction grant application must be submitted in response to a Request for Applications in the NIH Guide to appear in 2001. A copy of the C06 grant application must be provided in discussions with offerors determined to be in the competitive range following initial technical review, upon request by the Government. Also, the C06 application must receive a fundable priority score.

(3) Technical Evaluation Criteria

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

Criterion	Weight
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1. CHIMPANZEE CARE	30
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Evidence of the offeror's expertise in captive chimpanzee biology, husbandry, and veterinary care. Evidence of ability to appropriately and effectively house and care for 200-900 additional animals. Competence in the operation and maintenance of a large chimpanzee facility conforming to all Federal laws, regulations, and policies. Ability to form and revise appropriate social groups. Proposed use of the individual animals (e.g., possible use in noninvasive observational behavioral studies, or possibly for exhibition such as public viewing of the animals).

2. FISCAL:	20
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Demonstration of fiscal responsibility, strength, expertise, and likely long-term stability. Ability to provide the required matching funds of monetary assets and/or in-kind contributions.

3. CONSTRUCTION:	20
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For the review of the original contract proposal, the contract reviewers will judge the appropriateness of the general plans for construction of new facilities. If sites to be managed by subcontractors are proposed, the Technical Evaluation Group will also judge the appropriateness of plans for the contractor to oversee the construction process for proposed subcontractors, and the general plans for construction at the sites of the subcontractors.

For the review of revised contract proposals, 20 points will be tallied for this criterion if the C06 grant application receives a priority score equal to or less than 150, 15 points for a score of 151-200, 10 for 201-250, 5 for 251-300, 0 if >300 or unscored (triaged). The contract proposal will be found unacceptable if

the C06 grant application was judged to be not reviewable, or is not recommended for further consideration.

4. PERSONNEL:

15

Competence and experience of current professional and support personnel, and proposed plan for the acquisition of additional personnel. Agreement to develop and adhere to an appropriate personnel health policy, which would include appropriate immunization of staff whenever possible.

5. REPORTS/RECORDS:

15

Plans to provide needed support activities and ability to generate necessary reports required by the Contract, USDA, and ISIS. Ability to locally maintain current computerized animal records, and to report required information to a national tracking system, preferably ISIS. Ability to maintain detailed health records, and adequacy of plans to contact the staff of the Division of Comparative Medicine of NCRR if there is any question of a public health threat. Agreement to notify staff of the Division of Comparative Medicine of NCRR of any potential ownership transfer or temporary loan of individual animals, and agreement to make reasonable efforts to ensure that any subsequent owner will also abide by all of the agreements required for transfer of ownership.

Please refer to the Statement of Work for specific requirements needed to satisfy these evaluation criteria.

(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-01-759

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

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
BETHESDA, MARYLAND 20817

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6701 ROCKLEDGE DRIVE, MSC 7902
BETHESDA MD 20892-7902

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

DRAFT Statement of Work for the Sanctuary RFP

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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Article C.1. STATEMENT OF WORK

a. BACKGROUND INFORMATION: NIH is requesting Contract proposals from private nonprofit organizations interested in providing lifetime care for chimpanzees as described by the "Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act," Public Law 106-551, which amended Section 481C of the Public Health Service Act on December 20, 2000. A complete copy of the Act is available at <http://thomas.loc.gov/> or from the Contracting Officer listed below.

To assess the capability and interest of existing entities to provide the services required, NIH published in mid-April of 2001 a request that potential Contractors identify themselves. These requests for sources to identify themselves appeared in many venues, including primarily the Commerce Business Daily (a.k.a. FedBizOpps), the Federal Register, and the NIH Guide for Grants and Contracts. Several responses were submitted by the May 15 deadline, and NIH staff judged that one or more respondents appear to be capable of providing the services sought by NIH.

To implement the CHIMP Act, the National Institutes of Health (NIH), acting on behalf of the Secretary of the Department of Health and Human Services (DHHS), will: 1. award a Contract to a private nonprofit organization that meets the detailed requirements set forth in the Act, as implemented according to this Statement of Work and according to possible changes in implementation formally proposed by the Offeror and approved by the NIH; 2. award one or more C06 Construction Grants to the same private nonprofit organization that receives the Contract, and possibly additional C06 awards to Subcontractors; and 3. identify the number of chimpanzees no longer needed for research that are available for placement in the sanctuary. An initial attempt to identify these chimpanzees has been made via questionnaires sent by NCRR, NIH, to the major facilities housing chimpanzees in the US. At least 212 chimpanzees (of which 95 are potential risks to the public health due to experimental infectious agents, and 117 are uninfected), currently housed in US biomedical research facilities, are available for possible transfer to another research facility or the sanctuary system. Further identification of which chimpanzees will be offered for entry to the sanctuary system will be accomplished by NCRR in conjunction with the International Species Information System (ISIS) grant funded by NCRR of NIH.

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. Private nonprofit organizations interested in providing lifetime care for chimpanzees should propose an overall sanctuary system that will house an ADDITIONAL minimum of approximately 200 sanctuary chimpanzees, and the total plan must be theoretically capable of caring for as many as 900 chimpanzees. NIH expects to see proposed plans to care for up to 900 chimpanzees, and to maintain the facilities housing additional chimpanzees, in groups of 75-100 animals, at the original site housing the first 200 animals, and/or at potential additional sites to be run by the Contractor, and/or at potential sites to be run by subcontractors. The standards of care, degree of governmental review of proposed support, and governmental oversight of ongoing programs at potential subcontractors will be as stringent as those for the main Contractor. At each separate physical facility proposed by a potential Contractor or subcontractor, offerors must demonstrate the capacity to house and care for at least 75 additional sanctuary. This minimum of 75 additional animals per site is due to cost effectiveness constraints aimed at achieving the savings foreseen by the Congressional Budget Office. It is essential that each offeror must clearly and completely describe their facility's planned capacity to manage and operate a system holding at least 75 chimpanzees per site, with the future possibility of expansion at the original or additional sites. At this time, the main focus of establishing the sanctuary system will be to house animals that are no longer needed in DHHS-supported research efforts, not to provide funding from NIH for already existing sanctuaries that are already caring for chimpanzees.

NIH requires each offeror to submit both one or more C06 Construction Grant applications, and a Contract proposal for care and maintenance. NCRR has extensive experience in constructing new facilities through C06 construction grants. Extensive data regarding applying for NIH-supported construction is available on the Division of Research Infrastructure web pages at <http://www.ncrr.nih.gov/resinfra.htm>. It is essential that each offeror propose appropriate construction to house an additional 200 sanctuary chimpanzees at one or more sites, plus provide plans for modularly housing groups of 75-100 sanctuary chimpanzees as necessary in coming years if additional chimpanzees attempt to enter the sanctuary system. The total plan must be theoretically capable of

housing as many as 900 chimpanzees. Preparing a C06 application typically takes a team of investigators many weeks. Note that NIH-funded construction cannot go to bid until after both the Notice of Grant Award is issued, and the detailed architectural and engineering plans are submitted and approved by NIH in 3 separate phases. If the potential Contractors have questions regarding the pre- and post-award requirements for NIH supported construction, they are advised to thoroughly acquaint themselves with the web pages mentioned above, and the special chapter on construction grants found in the NIH Grants Policy Statement. In addition, see the additional information in the special section below, and a Request for Applications specifically addressing construction of chimpanzee sanctuary facilities that will be published in the NIH Guide in the Fall of 2001. C06 Grant applications will be reviewed and numerically scored by a grant Initial Review Group called the NCRS Scientific and Technical Review Board. Contract proposals will be reviewed and numerically scored by a Technical Evaluation Group.

The Contractor must operate the sanctuary site(s) 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 (4th Edition, CDC-NIH 1999); 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) 2000 Report of the AVMA Panel on Euthanasia, JAVMA 218(2), 669-696. 2001; i) The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998; and j) 29 CFR 1910.1030, Bloodborne Pathogen Standard.

b. SPECIFIC REQUIREMENTS

ESTABLISHMENT OF NATIONAL SANCTUARY SYSTEM FOR FEDERALLY OWNED OR SUPPORTED CHIMPANZEES NO LONGER NEEDED FOR RESEARCH: The successful Contractor will establish and operate a system whose primary purpose is to provide for the lifetime care of chimpanzees that have been used, or were bred or purchased for use, in research conducted or supported by the National Institutes of Health, the Food and Drug Administration, or other agencies of the Federal Government, and with respect to which it has been determined that the chimpanzees are not needed for such research.

ACCEPTANCE OF CHIMPANZEES INTO SYSTEM: All surplus chimpanzees owned by the Federal Government shall be accepted into the sanctuary system, and these chimpanzees will continue to be owned by the government. Subject to Standards under subsection (d)(4) of the Act, any chimpanzee that is not owned by the Federal Government can be accepted into the system if the owner transfers to the Contractor title to the chimpanzee, and the other restrictions in that section are met.

PERMANENT RETIREMENT OF SURPLUS CHIMPANZEES: In establishing the Standards, NIH will consider: 1. the provisions of the CHIMP Act, 2. the recommendations of the National Research Council report published in 1997 and entitled Chimpanzees in Research--Strategies for Their Ethical Care, Management, and Use, 3. The Guide for the Care and Use of Laboratory Animals and other relevant ILAR and CDC publications, and 4. the recommendations of a specially convened Working Group to the NCRS Council that has expertise related to establishing a chimpanzee sanctuary system. Draft Standards approved by this Working Group can be obtained from the Contracting Officer. In order for NIH to request contract proposals, review the submissions, and make an award, this Statement of Work contains much information, and this information could be incorporated into future Standards. After award of the Contract, NIH may need to enlarge the sanctuary system beyond what is proposed in the offeror's proposal, and the Standards would be crucial in that process. After award of the contract, NIH will work with the Board of Directors of the nonprofit private entity that receives the Contract to revise the Standards.

RESTRICTIONS REGARDING RESEARCH: The Act describes the potential withdrawal of chimpanzees from the sanctuary system in great detail, and the Contractor shall adhere to this description. **NO BIOMEDICAL OR BEHAVIORAL RESEARCH MAY BE SUPPORTED VIA DIRECT COSTS TO THIS CONTRACT**, and no indirect costs for research can be incorporated into the institution's overall rate when the indirect cost rate is negotiated for a sanctuary site. Each Offeror must clearly describe in their Contract proposals what possible types of research (observational, interventional, behavioral, biomedical, or no research) would be allowed using chimpanzees at their sanctuary site(s) if the sanctuaries were successful in obtaining research funding via grants from NCRS, other NIH Institutes, the National Science Foundation, or private sources.

NON-FEDERAL CHIMPANZEES OFFERED FOR ACCEPTANCE INTO THE SYSTEM: NIH may authorize the imposition of a fee for accepting such chimpanzees into the system, except as follows:

1. such a fee may not be imposed for accepting the chimpanzee if, on the day before the date of the enactment of subpart 1 of Part E of Title IV of the Public Health Service Act (42 U.S.C. 287 et. seq.), of Section 481C, Sanctuary System for Surplus Chimpanzees, the chimpanzee was owned by the nonprofit private entity that receives the Contract.

2. or by any individual sanctuary facility receiving a subcontract or grant under subsection (e)(1) of Section 481C.

3. such a fee may not be imposed for accepting the chimpanzee if the chimpanzee is owned by an entity that operates a primate center, and if the chimpanzee is housed in a Regional Primate Research Center supported by the National Center for Research Resources.

Any fees collected under this subparagraph are available to NIH for the costs of operating the system. Any other fees received by NIH for the long-term care of chimpanzees (including any Federal fees that are collected for such purpose and are identified in the report under section 3 of the Act) are available for operating the system, in addition to availability for such other purposes as may be authorized for the use of the fees.

NIH may deny such chimpanzee acceptance into the system if the capacity of the system is not sufficient to accept the chimpanzee, taking into account the physical capacity of the system; the financial resources of the system; the number of individuals serving as the staff of the system, including the number of professional staff; the necessity of providing for the safety of the staff and of the public; the necessity of caring for accepted chimpanzees in accordance with the Standards under paragraph (1) of the Act; and such other factors as may be appropriate.

In addition, NIH may deny such chimpanzee acceptance into the system if a complete history of the health and use in research of the chimpanzee is not available to NIH. NIH may determine at a future date that additional Standards regarding accepting non-Federal chimpanzees will be necessary.

AWARD OF CONTRACT FOR OPERATION OF SYSTEM: A Contract will be awarded to a nonprofit private entity that has the responsibility of establishing and operating the sanctuary system. In conjunction with active participation and oversight by NIH, this will likely include awarding subcontracts to individual sanctuary facilities that meet the specifications described in this Statement of Work if the subcontracting site is included in the original Contract proposal. If a sanctuary site is proposed for addition after Year 1 of the Contract, the additional sanctuary site would have to meet the Standards as approved by the Board of Directors of the Contractor, and NIH.

DATE OF INITIATION: NIH expects to award the Contract and obligate funds after extensive review of the all submitted contract proposals, and negotiations with competitive offerors. Typically, this process takes about a year, and NIH plans to make an award no later than September 30, 2002.

To fund necessary construction, NIH expects to award one or more C06 grants, and obligate funds after extensive review of the all submitted grant applications. After the C06 grant is awarded, detailed architectural and engineering plans for construction of new facilities will have to be submitted to NCCR by the Contractor for 3 phases of review and approval. This process generally takes 4-6 months, but can take considerably longer. Once architectural and engineering plans have been approved by NIH, bids for construction could then be obtained. Construction and population of the caging would follow as soon as possible.

DURATION OF CONTRACT WILL BE 10 YEARS, WITH LIKELY FOLLOW-ON CONTRACTS: NCCR staff members believe that the likely duration of the Contract and all subsequent follow-on Contracts will depend mainly on the life-span of the chimpanzees accepted into the sanctuary system. The shortest foreseen duration of the Contract would be 10 years, the longest potential cumulative duration of all follow-on Contract periods would be approximately 50 years. Periodic adjustments in the number of animal caretaker and maintenance staff will be needed as the numbers of chimpanzees housed at the various sites changes appreciably.

NONHUMAN PRIMATE MANAGEMENT EXPERIENCE AND STABILITY: Chimpanzees will only be transferred to sanctuaries with appropriate fiscal-management expertise, financial strength, and long-term financial stability. Each offeror's proposal must: (a) Describe when their organization was established; (b) its management structure; (c) the staff that would be assigned to this project; (d) their experience in managing and caring for chimpanzees; and (e) evidence of financial stability and resources that can be brought to the project.

WORKING WITH DIVERSE GROUPS: Each offeror must describe their ability and willingness to work with members of the animal protection community, NIH, and a wide variety of other interested parties. In addition, experience or plans must be described for using a Board of Directors experienced in captive chimpanzee management, animal protection, behavioral primatology, business management, laboratory animal medicine, accreditation of animal facilities, and biohazard containment (a special section regarding the Board of Directors appears below).

PERSONNEL: It is expected that nearly all staff for this Contract may be employed by the Contract at 100% effort. 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, abuse of U.S. Government property, or inhumane treatment of the chimpanzees.

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. 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. 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 use a cost-effective method of providing essential coverage after normal working hours, on weekends, holidays, and other periods of 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. 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 for the duration of this Contract.

The following description is the present expectation of the types of staff members that will be required, but some future negotiations will likely be necessary once experience in operating the sanctuary system is obtained:

PROFESSIONAL STAFF: such as Director, Deputy Director, possibly an additional Veterinarian, and Nurse/OSH Officer.

TECHNICAL STAFF: such as Program Administrator, Information Technologist, Behaviorist, possibly a Clinical Technician, Colony Manager, Secretary.

ANIMAL CARE STAFF, supervisory and other, including one or more enrichment technicians.

MAINTENANCE STAFF, supervisory and other.

CONSULTANTS: the perceived advantage of having consultants is that they would not have to be retained as full-time employees, and some would not necessarily have to be located daily at the sanctuary facility(ies). Consultant veterinarians may be needed for periods when the Director, Deputy Director, and possible clinical veterinarian are off-site for extended periods. An off-site veterinary pathologist and related services may be needed to necropsy animals, and process and interpret necropsy tissues. In addition, the sanctuary sites should develop a formal agreement with a local physician who will provide scheduled and emergency consultations and care, related to potential zoonoses acquired from chimpanzees.

DIAGRAM OF ORGANIZATIONAL STRUCTURE: Each offeror must supply a diagram of the proposed organizational structure within each sanctuary site(s), and among the proposed site(s) of the system to be supported by the Contract.

ON-SITE TRAINING: new hire training and periodic refresher training for all employees will be needed for employees at all levels.

TRAVEL TO PROFESSIONAL MEETINGS: The professional staff described above could attend 1 professional meeting per year at the Contract's expense. The veterinary staff must stagger this attendance to allow coverage 24 hours a day, 7 days a week.

ANIMAL CARE: The offeror must proposed detailed plans for animal care at each of their proposed sites. Veterinary and animal husbandry services must be provided that result in an adequate level of long-term health and care of the chimpanzees. 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 that will adequately support the veterinary and technical services. The Contractor must perform all the animal husbandry tasks necessary to properly maintain the chimpanzees at each sanctuary site. 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 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.

MAJOR CHALLENGES: The major challenges result from the need to design and construct new facilities, and biosafety considerations for the experimentally infected chimpanzees. A walk-through every 2-4 hours for temperature monitoring, security reasons, and gross observation of the animals is advisable. Protective clothing, appropriate showering, proper waste disposal, and other BL2 biosafety practices are necessary to care for infected animals.

DIET: This is expected to be standard commercially available chow supplemented with fresh fruits and vegetables.

SANITATION: If the animals are to be kept in outdoor/indoor runs of multiple cages, the proposal must describe how often the floors will hosed or otherwise cleaned, and how often cage surfaces would be disinfected using chemical disinfectants, and/or periodic pressure or steam washing. If the animals are to be kept in corrals or on islands, the offeror must appropriately describe their plans for cleaning and disinfection of the facilities.

HEALTH CARE: Health care of the animals must include periodic physicals and tuberculosis (TB) testing for all chimpanzees, standard vaccinations and other standard preventative health care for chimpanzees, veterinary care for unexpected health problems and wounding from cagemates, and rare instances of euthanasia when ordered by a veterinarian considering the best interests of a particular chimpanzee. In addition to providing a preventative medicine program, the sanctuary must be able to treat chimpanzees for illness, emergencies, and necessary surgery. Offerors must describe in their proposal what would happen at their sanctuary if a chimpanzee has a positive test for TB. Describe how the attending veterinarian, and possibly others at the sanctuary, will use their medical judgment to determine whether drug treatment is feasible, or instead that the animal's likely quality of life and threat to the health of the rest of the colony are such that euthanasia would be recommended.

PREVENTION OF CONCEPTION: All the male animals to be accepted into the sanctuary are expected to be vasectomized by the staff of the research institutions that contribute them to the sanctuary. In special circumstances, additional allowable methods to prevent breeding might include tubal ligation, Norplant implants, intrauterine devices, and pregnancy terminations. Vasectomizing all the male chimpanzees should allow greater flexibility for forming mixed-sex social groups, thereby providing enhanced environmental enrichment, and is recommended by NIH. Planning for regrouping animals, and accomplishing those regroupings, are expected to be accomplished by the Contractor with minimal oversight by NIH. NIH expects that no conceptions of chimpanzees at the sanctuary sites will occur, and for chemical or surgical terminations to be performed in the first trimester if they do occur. Any chimpanzee that is born at any of the NIH-supported sanctuary sites must be removed, probably with its mother, within 30 days of birth at the Contractor's cost.

BIOSAFETY: Chimpanzees are large and sometimes unpredictable animals. Some of the animals to be transferred to a sanctuary site 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-1 and 2, Simian-HIV (SHIV), HTLV-I, prions, the mycobacteria that cause leprosy, the parasites that cause malaria, and/or other recombinant and natural agents. The research facility contributing a chimpanzee to the sanctuary will be required to arrange for appropriate testing (e.g., for HBV, HCV, HTLV-I, HIV-1 and 2, SIV, and TB) before the chimpanzee can be accepted into the Federal sanctuary system. If a serological test becomes available for prion diseases such as Kuru and/or Creutzfeldt Jacob Disease, the research facility will have to arrange for this testing if the chimpanzee has ever been used in such research, or co-housed with

chimpanzees experimentally infected with prions. Each offeror must describe their proposed quarantine procedures to be used upon the receipt of new animals, and if sick animals threaten the health of the rest of the colony. The Contractor's 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 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 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. All personnel involved in the daily care of infected sanctuary chimpanzees must wear washable work clothing covered by an impervious laboratory coat or washable/disposable surgeon's gown, disposable rubber gloves, surgical or other more effective face mask/respirator, 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. Pest control at the sanctuary facility(ies) must be effective, and comply with Federal, State, and local laws, regulations, and policies.

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.

GROUPING OF CHIMPANZEES: Appropriate screening of each animal should be performed to characterize the likelihood of the animal being a public health threat to caretakers, the public, and other chimpanzees. The chimpanzees must be monitored for the purpose of promptly detecting the presence in the chimpanzees of any condition that may be a threat to the public health or the health of other chimpanzees. Chimpanzees posing such a threat must be contained in accordance with applicable recommendations of the Director of the Centers for Disease Control and Prevention.

ENVIRONMENTAL ENRICHMENT: The Behaviorist will provide environmental enrichment to every chimpanzee. A primary need of chimpanzees is to be housed with other conspecifics whenever possible (in the opinion of the Behaviorist). The chimpanzees should be allowed access to the outdoors when climatically advisable, and be provided indoor shelter when necessary.

INFORMATION TECHNOLOGY: Each animal's records must be transferred with the animal to the sanctuary, and preferably in advance of the transfer. The CHIMP Act specifies that animals whose records are too incomplete are barred from acceptance into the sanctuary system. Cooperation with the International Species Information System (ISIS) will be required. Each sanctuary site(s) should budget for a computer, and should plan to collaborate with ISIS on information management issues. ISIS will provide access to their existing animal records for sanctuary chimpanzees. Security procedures such as the use of passwords and backup copies, and LAN system implementation and maintenance will need to be provided by the Contractor.

CLINICAL LAB ACCESS: Access to on-site or off-site clinical lab capabilities will be necessary to maintain the health of the sanctuary chimpanzees.

NECROPSY: Approximately 2-4% of the sanctuary chimpanzee population may die each year. Any instances of animal death or injury must be reported by phone or email to the Project Officer within 3 days. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to the Project Officer and followed-up in writing upon completion of appropriate ACUC investigations and implementation of corrective actions.

In the case of a death from an unknown cause, a necropsy must be done under BL2 containment. The offeror's proposal must contain detailed discussions of how necropsies will be done, including a description of the

equipment, expertise, and space to be dedicated for necropsy, and obtaining help from veterinarians from outside the sanctuary site(s) if necessary.

ADMINISTRATIVE: NCRR staff believe that a variety of logistical methods mixing on-site and off-site capabilities can be used to satisfy administrative requirements. The contractor will need to purchase various types of insurance, such as umbrella liability, employee injury, damage to the buildings, theft of contents, vehicle insurance, etc. One definite need is that all costs for caring for NIH-supported chimpanzees, and operating and maintaining the sanctuary facility(ies) housing NIH-supported sanctuary chimpanzees, must receive separate accounting from other costs to the Contractor for caring for non-NIH-funded animals at the same or associated sites. If other chimpanzees or animals are kept at the same sanctuary site(s) as the chimpanzees supported by this Contract, but are not part of the Federal chimpanzee sanctuary system, the financial expenditures and records for the 2 distinct groups of animals must be kept separate. However, non-Federal chimpanzees that were accepted into the Federal system based on exceptions 1-3 (described above) will not be subject to this requirement. Occasional inspections by the Contract's Program Officer and/or Contract Officer are to be expected, but it is not likely that a NIH representative will usually be located on-site.

OLAW, USDA, AAALAC, etc.: The contract proposal must carefully describe the offeror's plans for obtaining the various assurances, registrations, and accreditations discussed below. The funded Contractor must comply with the Animal Welfare Act, PHS Policy, and USDA regulations regarding the use of animals in research. If no research (whether observational or interventional, behavioral or biomedical, invasive or noninvasive), or exhibition of animals (whether paid or non-paid) occur, then no animal assurance from the Office for Laboratory Animal Welfare (OLAW, formerly the Office of Protection from Research Risks (OPRR)), or USDA R Registration is required for this contract. However, NIH expects the Contractor to request "courtesy" USDA inspections. It is expected that USDA representatives will periodically inspect the sanctuary site(s) and issue reports to the Contractor and NIH. Major Alterations and Renovations may be needed to the site(s) 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 accomplishing and funding those repairs.

If research or exhibition will occur using sanctuary animals, then the Contractor must obtain its own animal 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), and must hold a United States Department of Agriculture (USDA) R Registration, before initiation of the Contract. The Contractor must maintain an Animal Welfare Assurance from NIH and a USDA R Registration for the duration of any research or exhibition; and any subcontractors involved in research or exhibition must obtain and maintain an approved Animal Welfare Assurance and R Registration.

After discussion with NIH staff members, attempts could be made to address deficiencies identified during AAALAC inspections. The sanctuary site(s) could become creditable by AAALAC, but any extra costs involved would be the responsibility of the Contractor, not NIH. In addition, each offeror must describe their plans regarding possible interactions with the American Zoological Association (AZA), The Association of Sanctuaries (TAOS), and the American Sanctuary Association (ASA).

A license from the Drug Enforcement Agency to one or more veterinary staff for the use of drugs in chimpanzees at the sanctuary site(s) will be required. 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 can be funded by the Contract.

ACUC: The Contractor will appoint and manage the ACUC. It is expected that the ACUC will be constituted and meet at the sanctuary site(s), and will provide the functions required by OLAW and the USDA, including submitting reports from the ACUC to NIH and the USDA, if required. Members from the Contractor's staff and outside members with appropriate qualifications will be appointed by the Contractor to serve on the ACUC. Furthermore, the Contractor will appoint or identify a senior veterinarian to serve as the Animal Program Director for each of the sanctuary site(s). Any instances of animal death or injury must be reported by phone or email to the Project Officer within 3 days. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to the Project Officer, and possibly OLAW, and followed-up in writing upon completion of appropriate ACUC investigations and implementation of corrective actions. If subcontractors are proposed that will care for sanctuary chimpanzees at additional sites, the Contract proposal must indicate: 1. if there will be research and/or exhibition of animals at the subcontractor's site(s); 2. whether the subcontractor will obtain their own

animal assurance, USDA registration, and maintain an independent ACUC; and 3. whether the subcontractors would use the ACUC and other resources of the contractor in satisfying these requirements.

REPORTS TO NIH: Please see this special section of the RFP separate from this Statement of Work.

PAYROLL/TAXES/HIRING+TERMINATION/BILLING/PURCHASING: The Contractor's proposal must describe an acceptable plan of on- and off-site sources that will accomplish these tasks.

SECURITY: During non-regular business hours, a walk-through every 2-4 hours for temperature monitoring, security reasons, and gross observation of the animals is advisable. Possible plans for replacing all or some of the walk-throughs by use of video and other electronic surveillance methods must be approved in advance by the ACUC and the Project Officer. It is expected that the person performing the walk-through will carry a cell phone. The Contractor must ensure that an effective security system and procedures are in place at each sanctuary site, and procure and establish these if necessary. The Government is not liable for the loss of personal possessions of the Contractor or its staff.

WRITTEN STANDARD OPERATING PROCEDURES (SOPS): After an initial operating period, SOPs need to be written that cover most aspects of animal care and health, occupational safety and health for the staff, and for reporting and administrative requirements. SOPs relevant to OSH should be approved by the Nurse/OSH Director, and SOPs relevant to Animal Care should be approved by the ACUC.

OCCUPATIONAL SAFETY AND HEALTH (OSH)/ ANIMAL EXPOSURE SURVEILLANCE PLAN (AESP): the Contractor's proposal must describe the proposed plan for OSH and AESP. An on-site Nurse/OSH Officer and access to a physician consultant located nearby will be needed.

PREEMPLOYMENT PHYSICAL EXAMS, HEALTH SCREENING, and VACCINATIONS for tetanus, hepatitis A and B, are needed, as appropriate for each individual employee. Persons having active tuberculosis are excluded from work with Contract chimpanzees. All appropriate personnel should be immunized against hepatitis C, HIV, and other relevant diseases as safe and effective vaccines become available.

CONTINUED HEALTH SURVEILLANCE AND A SERUM BANK: A schedule for periodic blood banking, TB testing, and revaccination of employees with chimpanzee contact must be followed.

PLANS FOR EMERGENCY CARE of employees on a 24/7 basis should be developed and provided to all employees.

PREEMPLOYMENT AND CONTINUED TRAINING REGARDING OSH for microbiological biosafety and prevention of chimpanzee-related injuries will be necessary.

WASTES: At present, urine and feces from chimpanzees are typically treated at the same sewage treatment plants that receive potentially HIV and HCV-contaminated human sewage. Sharps such as hypodermic needles, soiled personnel protective equipment, and animal tissues that are potentially biohazardous must be appropriately treated and disposed, probably through an appropriate commercial company. A plan for the disposition of Medical Pathological Waste (MPW) from experimentally infected chimpanzees must be proposed, similar to the following preliminary draft: (1) Animal Room Waste: a. Liquids: sewage pipes into public sewage system; b. Solids: double sealed bag, sterilized, dumpster; (2) Animal Carcasses: sealed bag, refrigerated, necropsy, burn box, incinerator; (3) Body fluid and tissue 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.

FACILITIES OPERATION, MAINTENANCE, AND MODERNIZATION

MAINTENANCE: Maintenance and minor repairs to the interior and exterior, and for grounds maintenance can be charged to the Contract. Security considerations, fire prevention and fire fighting, and planning for natural disasters must be adequate at all sanctuary site(s).

MODERNIZATION: The Contractor should develop a proactive method by which necessary MAJOR repairs are identified, evaluated, and implemented in a timely manner. The methods for this are expected to vary depending on the scope, severity, and expense of the repair.

USDA INSPECTIONS – The Contractor will be responsible for ensuring that sanctuary site(s) comply with the laws, regulations, and policies of the U.S. Department of Agriculture (USDA), the Public Health Service (PHS), and the Animal Welfare Act. Major Alterations and Renovations may be needed 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 accomplishing and funding those repairs without necessarily getting supplementary funds from NIH. After discussion with NIH staff members, attempts can be made to address deficiencies identified during AAALAC, AZA, TAOS, and/or ASA inspections. Any additional necessary costs of becoming accreditable by AAALAC, AZA, TAOS, and/or ASA will be borne by the Contractor.

SHIPPING OF ANIMALS TO OTHER LOCATIONS: Costs for shipping animals from their present research facilities to the new sanctuary site(s) will be borne by the Contract. If and when additional sanctuary site(s) are willing to accept chimpanzees from the primary sanctuary site, and NCRR has approved the transfer in writing, the Contractor is responsible for arranging appropriate shipping of the chimpanzees as a cost chargeable to the Contract. A list of relevant regulations and considerations for shipping of chimpanzees is available from the Contracting Officer. Each offeror must describe their plans regarding shipping chimpanzees. Once chimpanzees enter the Federally-funded sanctuary system, they must not be sold or otherwise discharged from the system.

COSTS: No biomedical or behavioral research will be supported by this Contract, and no direct or indirect costs for any independent research and development project can be charged to this Contract.

PREDICTABLE COSTS TO THE CONTRACTOR: NCRR will pay for maintenance of essential professional, technical, and administrative infrastructure, plus equipment, supplies, travel, etc. The use of "per diem" charges for daily care of the chimpanzees does not appear to be a preferable method for computing costs to the Contract.

UNPREDICTABLE COSTS TO THE CONTRACTOR: The Contractor will be responsible for unpredictable costs. The Contractor can ask NIH in writing for supplemental funds, but these would typically NOT be available.

EQUIPMENT/SUPPLIES – Any equipment or supplies owned by the Contractor on the day of Contract initiation cannot be charged to the Contract. 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.

REQUESTS FOR TOURS AND CONGRESSIONAL/MEDIA INTEREST:

Animal facilities typically have controlled access and need not be opened to the public, for a variety of reasons. The Contract proposals must include a detailed description of whether any of the sanctuary site(s) will be open to members of the public (and/or exhibited), what types of consultants could have access, etc. Soon after receiving the award, a SOP regarding access must be written and consistently implemented. Special requests by outside individuals or groups to visit the sanctuary site(s) should be carefully considered. The Project Officer and the NIH Office of Communications shall be notified, in writing, of any changes to the access procedures proposed in the Contract proposals.

Requests for information or inquiries/allegations regarding activities at any of the sanctuary site(s) received by the Contractor will be forwarded to the Project Officer, especially for those that have public, media, or congressional interest.

Due to a high risk of susceptibility of the chimpanzees, visitors who contact or closely approach the chimpanzees are required, as a minimum, to have the following health requirements: 1. Negative tuberculin test within 6 months of visit, or negative chest X-ray within 1 year of the visit; and 2. In overt good health with no signs of respiratory disease. The USDA has published guidelines for animal/public interactions (Subchapter A Animal Welfare, Part 3, Subpart D- Specifications for Humane Handling, Care, Treatment, and Transportation of Nonhuman Primates, 3.78 Outdoor Housing facilities, (e) Public barriers, p.73)

REQUIREMENTS REGARDING THE CONTRACTOR'S GOVERNING BOARD OF DIRECTORS:

NIH will award a Contract to a nonprofit private entity only if the entity meets the following requirements:

1. The entity has a governing Board of Directors that is composed and appointed in accordance with paragraph (3) of the Act and is satisfactory to NIH.
2. The terms of service for members of such board are in accordance with paragraph (e) (3) of the Act.
3. The members of the board serve without compensation. The members may be reimbursed for travel, subsistence, and other necessary expenses incurred in carrying out the duties of the board.
4. The entity has an executive director meeting such requirements as NIH determines to be appropriate.
5. The entity makes the agreement described in paragraph (e) (4) of the Act (relating to non-Federal contributions).
6. The entity agrees to comply with Standards under subsection (d) of the Act.
7. The entity agrees to make necropsy reports on chimpanzees in the sanctuary system available on a reasonable basis to persons who conduct biomedical or behavioral research, with priority given to such persons who are Federal employees or who receive financial support from the Federal Government for research.
8. Such other requirements as NIH determines to be appropriate.

COMPOSITION OF THE CONTRACTOR'S BOARD OF DIRECTORS:

The governing Board of Directors of the nonprofit private entity involved must be composed and appointed as follows:

1. Such board shall be composed of not more than 13 voting members (and 3 non-voting ex officio members from NIH once the Contract is awarded).
2. Such members include individuals with expertise and experience in the science of managing captive chimpanzees (including primate veterinary care), appointed from among individuals endorsed by organizations that represent individuals in such field.
3. Such members include individuals with expertise and experience in the field of animal protection, appointed from among individuals endorsed by organizations that represent individuals in such field.
4. Such members include individuals with expertise and experience in the zoological field (including behavioral primatology), appointed from among individuals endorsed by organizations that represent individuals in such field.
5. Such members include individuals with expertise and experience in the field of the business and management of nonprofit organizations, appointed from among individuals endorsed by organizations that represent individuals in such field.
6. Such members include representatives from entities that provide accreditation in the field of laboratory animal medicine. NIH's interpretation of this requirement is that current or past staff members of AAALAC, or current or past members of the AAALAC Council, would definitely meet the requirement.
7. Such members include individuals with expertise and experience in the field of containing biohazards.
8. Such members include an additional member who serves as the chair of the Board, appointed from among individuals who have been endorsed for purposes of numbers 2-5 above.
9. None of the members of the board has been fined for, or signed a consent decree for, any violation of the Animal Welfare Act.

TERMS OF SERVICE FOR MEMBERS OF THE BOARD OF DIRECTORS:

The TERMS OF SERVICE for members of the Board of Directors are in accordance with this paragraph if the following conditions are met:

1. The term of the chair of the board is 3 years.
2. The initial members of the board select, by a random method, one member from each of the six fields specified in subparagraph (A) of the Act to serve a term of 2 years and (in addition to the chair) one member from each of such fields to serve a term of 3 years.
3. After the initial terms under number 2 above expire, each member of the board (other than the chair) is appointed to serve a term of 2 years.
4. An individual whose term of service expires may be reappointed to the board.
5. A vacancy in the membership of the board is filled in the manner in which the original appointment was made.
6. If a member of the board does not serve the full term applicable to the member, the individual appointed to fill the resulting vacancy is appointed for the remainder of the term of the predecessor member.

The Contractor's Board of Directors should periodically (at least annually) review the sanctuary site(s) operation and serve as an advisory body for programmatic issues. Plans for possible facility modernization and major

repairs should be presented to the Board of Directors. The Project Officer has the right to refuse the appointment of any named member that the Project Officer believes would be disruptive to the functioning of the Board, or be detrimental to NIH's interests.

In each offeror's Contract proposal, the Offeror must submit letters of commitment for possible members to serve on the Board of Directors of the sanctuary. Indicate the full name, credentials, expertise, and organizational affiliation(s) for each person.

In order to provide appropriate oversight related to expenditures of a large quantity of taxpayer funds, NIH will require the Contractor to place 3 Federal officials on their Board of Directors once the Contract is awarded. The 3 Federal officials will attend meetings as non-voting ex officio members, and NIH will pay their relevant travel expenses from other than contract funds.

REQUIREMENTS REGARDING MATCHING FUNDS:

The Contractor will provide non-Federal contributions toward the costs to be incurred by the Contractor in establishing and operating the sanctuary system, in cash or in-kind, in an amount not less than the following, as applicable:

1. For expenses associated with establishing the sanctuary system (as determined by NIH), 10 percent of such costs (\$1 for each \$9 of Federal funds provided under the Contract under paragraph (1) of the Act), and
2. For expenses associated with operating the sanctuary system (as determined by NIH), 25 percent of such costs (\$1 for each \$3 of Federal funds provided under such Contract). In their Contract proposal, all offerors must provide evidence of their organization's in-hand ability to make non-Federal contributions in cash or in-kind, in an amount not less than 10% of the establishment costs (including construction costs), and 25% of the yearly operational expenses. In-kind funds must include the net value of land (an Offeror must provide a financial assessment of just the acreage necessary for the NIH-funded sanctuary, from a reputable source of the current realistic sales price, minus any liens or mortgages, minus the cost of selling such as sales fees and transfer taxes); and may include major equipment for operation of the sanctuary already owned by the Contractor that will be provided at no charge to the contract; promised contributions of effort by professional, technical, and animal care personnel that will otherwise replace employees that would have been paid by the Contract; and contributed services such as laboratory tests provided at discount rates by established qualified laboratories. It is necessary that all proposed in-kind assets be adequately documented in the Contract proposal.

A description must be included of whether the organizational assets are already in-hand, or will be solicited by realistic mechanisms. In addition, the proposal must describe how the total organizational assets are to be allocated among the initial construction cost via a C06 construction grant(s), versus the care and maintenance costs distributed over the first 10 years of the Contract. In order to count toward the matching requirement, proposed contributions of effort must include the contributor's names, their expertise presented by an up-to-date 3 page NIH Biographical Sketch that includes Other Support, and signed letters of intent. General in-hand assets of the nonprofit entity(ies) submitting Contract proposals should be documented by an audited (or otherwise verified) statement of assets typically already possessed by 501 (c) 3 organizations. All proposed matching contributions will be identified in cost-sharing clauses in the contract, and the Contractor will be audited to insure compliance with the terms of the contract.

Once the Contract is awarded, any fees collected under the Act for the entry of non-Federal chimpanzees will be forwarded to the Contractor, and these fees can then be used to satisfy the matching requirements of the Act. The Contractor will be required to account for and report on the use of these fees.

CONSTRUCTION:

NIH requires each offeror to submit both one or more C06 Construction Grant applications, and a Contract proposal for care and maintenance. NCRP has extensive experience in constructing new facilities through C06 construction grants. Extensive data regarding applying for NIH-supported construction is available on the Division of Research Infrastructure web pages at <http://www.ncrr.nih.gov/resinfra.htm>. Offerors will need to propose appropriate construction to house an additional 200 sanctuary chimpanzees at one or more sites, plus provide plans for modularly housing groups of 75-100 sanctuary chimpanzees as necessary in coming years if additional chimpanzees attempt to enter the sanctuary system. The total plan must be theoretically capable of housing as many as 900 chimpanzees. The proposed budget for construction must be presented so that the costs of the

individual housing modules are identifiable. Preparing a C06 application typically takes a team of investigators many weeks, and the team is typically composed of a high-level administrator who controls space allocation at his or her institution and will be the Principal Investigator of the Grant, one or more architects experienced in the design of animal facilities, an electrical engineer, a mechanical engineer, and one or more veterinarians experienced in designing facilities that can meet the needs of their overall animal program. If the potential Contractors have questions regarding the pre- and post-award requirements for NIH supported construction, they are advised to thoroughly acquaint themselves with the URL above and the web page for C06 grants (<http://grants.nih.gov/grants/guide/pa-files/PA-R-00-129.html>), and the special chapter on construction grants found in the NIH Grants Policy Statement (found at http://grants.nih.gov/grants/policy/nihgps_2001/). Note that C06 grant funds may not be used for the acquisition of land or for off-site improvements. In addition, if alterations and renovations are needed for existing facilities, potential Contractors are advised to consult the C06 grant URL listed above, as well as the web pages specific to G20 animal facility improvement grants at <http://grants.nih.gov/grants/guide/pa-files/PA-R-00-124.html>. Results of the 2000 NCRR workshop on facility improvements and construction can be accessed at <http://www.ncrr.nih.gov/resinfra/RFIPSum.pdf>, the results of the 1999 workshop can be accessed at <http://www.ncrr.nih.gov/resinfra/worknew.pdf>, and results from the 2001 workshop will be placed on the web soon. Note that C06-funded construction cannot go to bid until after both the Notice of Grant Award is made, and the detailed architectural and engineering plans are submitted and approved by NIH in 3 separate phases. A Request for Applications specifically addressing the parameters affecting construction of chimpanzee sanctuary facilities will be published in the NIH Guide in the Fall of 2001, and will describe the due date for the applications. The ratio for the grant recipient's provision of matching funds, and a requirement that the construction will benefit research, will be different for chimpanzee C06 grants than for typical C06 grants.

REFERENCES TO BE CONSULTED IN PREPARING CONTRACT PROPOSALS:

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 work funded by the PHS is designated a part of this contract.
3. Public Law 106-551, Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act of 2000, which amended Section 481C of the Public Health Service Act 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. CDC, 4th Edition, 1999.
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. 2000 Report of the AVMA Panel on Euthanasia, JAVMA 218(2), 669-696. 2001
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.

The Offerors are encouraged to consult the published literature on the care of captive chimpanzees to select and incorporate procedures and concepts that they judge to be appropriate in relation to the framework provided by this RFP.

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>(e) Payee's Name and Address</p> <p>ABC CORPORATION
100 Main Street
Anywhere, U.S.A. zip code</p> | <p>(b) Invoice/Financing Request No.</p> <p>(c) Date Invoice Prepared</p> <p>(d) Contract No. and Effective Date</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

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

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception
(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	\$11,600	\$20,650
(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)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		(1,700)
(q) Grand Totals	\$18,700	\$29,950

"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.

DHHS SMALL, DISADVANTAGED, WOMAN, HUBZone, VETERAN, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT: \$ _____ \$ _____

Total contract or
Base-Year, if options

Option #1
(if applicable)

\$ _____ \$ _____ \$ _____

Option #2
(if applicable)

Option #3
(if applicable)

Option #4
(if applicable)

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 standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.
- Commercial products/service plan, including goals, covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or production line); this includes planned subcontracting for both commercial and Government business.

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran, Service-Disabled Veteran and "Other" than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if 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 + h=100%)
- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOB, HUBZone-, Veteran-, Service-Disabled Veteran-owned): (% of "a")
\$ _____ and _____% Federal Goal 23%
- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES (% of "a")
\$ _____ and _____% Federal Goal 5%
- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES (% of "a")
\$ _____ and _____% Federal Goal 5%
- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES (% of "a")
\$ _____ and _____% Federal Goal 2.0%
- f. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES (% of "a")
\$ _____ and _____%
- g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN SMALL BUSINESSES (% of "a")
\$ _____ and _____% Federal Goal 3%
- h. Total estimated dollar and percent of planned subcontracting with OTHER THAN SMALL BUSINESSES (% of "a")
\$ _____ and _____%

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

3. Program Administrator:

NAME/TITLE: _____

ADDRESS: _____

TELEPHONE/E-MAIL: _____

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

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned 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 bidder source lists of small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned 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, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned small businesses;
- e. Accessing various sources for the identification of small, disadvantaged, woman-owned and HUBZone small business concerns to include the SBA's PRO-Net System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- h. Ensuring that small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned 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, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. The 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, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned small business procurement conferences and trade fairs;
 - 4) Requesting sources from the Small Business Administration's (SBA) PRO-Net System and other SBA resources; and
 - 5) Conducting market surveys to identify new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Conducting workshops, seminars, and training programs;
 - 2) Establishing, maintaining, and utilizing small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontractors; and
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts: _____

5. Flow Down Clause

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

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report 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/OF 312	4/30
Apr 1-Sep 30	SF 294/OF 312	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 ending 9/30.

- a. Submit SF 294 and attendant Optional Form 312 to cognizant Contracting Officer
- b. Submit SF 295 to cognizant Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, DC 20201
- c. Submit "information" copy to SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

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

- a. Small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned small business source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned 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 HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether woman-owned small business concerns were solicited, and if not, why not; (5) whether veteran- or service-disabled veteran-owned small business concerns were solicited, and if not, why not; and (6) the reason for failure of solicited small, disadvantaged, woman-, HUBZone-, veteran-, and service-disabled veteran-owned 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 programs and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records: _____

SIGNATURE PAGE

(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____

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 _____ and _____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency: _____</p>	<p>7. Federal Program Name/Description _____</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (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>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: Yes No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form--LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material 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 PROPOSAL SUMMARY AND DATA RECORD	RFP/CONTRACT NUMBER		
PROJECT TITLE (Title or RFP or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED <input type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST-PLUS-FIXED-FEE <input type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input type="checkbox"/> YES <input type="checkbox"/> 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 <input type="checkbox"/> YES <input type="checkbox"/> NO			
Institution's General Assurance re: Human Subjects	DATE APPROVED	<input type="checkbox"/> PENDING	
Institution's Review Board's Approval of this Proposal	DATE APPROVED	<input type="checkbox"/> PENDING	
An example of the informed consent for this study is enclosed	<input type="checkbox"/> YES <input type="checkbox"/> NO		
A Clinical Protocol is enclosed	<input type="checkbox"/> YES <input type="checkbox"/> 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 Years 5-10

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, if applicable.
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.

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

COST ELEMENT Total	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7-10
DIRECT LABOR:							
Labor Category (Title and Name-- use additional pages as necessary)	Rate	Hours Amt	Hours Amt	Hours Amt	Hours Amt	Hours Amt	Hours Amt

DIRECT LABOR COST:	\$	\$	\$	\$	\$	\$	\$
MATERIAL COST:	\$	\$	\$	\$	\$	\$	\$
TRAVEL COST:	\$	\$	\$	\$	\$	\$	\$
OTHER (Specify)	\$	\$	\$	\$	\$	\$	\$
OTHER (Specify)	\$	\$	\$	\$	\$	\$	\$
TOTAL DIRECT COST:	\$	\$	\$	\$	\$	\$	\$
FRINGE BENEFIT COST: (if applicable)							
% of Direct Labor Cost	\$	\$	\$	\$	\$	\$	\$
INDIRECT COST: % of Total Direct Cost	\$	\$	\$	\$	\$	\$	\$
TOTAL COST:	\$	\$	\$	\$	\$	\$	\$
FEE: (if applicable)							
% of Total Est. Cost	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL ESTIMATED COST (PLUS FIXED FEE)	\$	\$	\$	\$	\$	\$	\$

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:

Identifying Number	Agency	Total Effort Committed
--------------------	--------	------------------------

- 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:

Identifying Number	Agency	Total Effort Committed
--------------------	--------	------------------------

- 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.

Name	Title/Position	Total Proposed Effort
------	----------------	-----------------------

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

PROPOSAL INTENT RESPONSE SHEET

RFP No. NHLBI-RR-P-01-759

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY **NOVEMBER 1, 2001**. 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

FAX: 301-480-3660

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.)