

**SOLICITATION****SECTION A – SOLICITATION/CONTRACT FORM**

Page 1 of pages

<b>1. Request For Proposal (RFP) Number:</b>  NIH-NINDS-01-02	<b>2. Issue Date:</b>  11/27/2000	<b>3. Just in Time:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV, Section L.	<b>5. Set Aside:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV, Section L.
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**6. TITLE:** BIOMATERIALS FOR THE CENTRAL NERVOUS SYSTEM

<b>7. ISSUED BY:</b>  National Institutes of Health National Institute of Neurological Disorders and Stroke Contracts Management Branch, DER NeuroScience Center, MSC 9531 6001 Executive Boulevard, Suite 3287 Bethesda, Maryland 20892-9531	<b>8. SUBMIT OFFERORS TO:</b>  The address noted in Item #7 to the left.
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**9.** Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the location specified above, and in the number of copies specified in Section L.1., GENERAL INFORMATION, paragraph (a), until **4:30 p.m.** (local time), **February 23, 2001**. Offers must be valid for 120 days. Please specify this period on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043." If your proposal is not received by the Contracting Officer or his/her designee at the place and by the time specified above, then it will be considered late and handled in accordance with PHS Clause 352.215-10, entitled "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, and WITHDRAWALS OF PROPOSALS," located in, SECTION L.1., paragraph (n) of this solicitation.

**10.** Offeror must provide full name, address, TIN, and if different, the address to which payment should be mailed. In addition, the Offeror must provide an electronic address (e-mail), along with a facsimile address.

**11.** FOR INFORMATION CALL: Kirkland L. Davis, Contracting Officer  
PHONE: 301-496-1813  
E-MAIL: [kd17c@nih.gov](mailto:kd17c@nih.gov)  
COLLECT CALLS WILL NOT BE ACCEPTED.

**12.** Table of Contents on following page.

**NOTE: Offerors are responsible for routinely checking the Contracts Management Branch's web site (<http://www.ninds.nih.gov/funding/currentfrps.htm>) for any amendments to the solicitation. Individual notifications will not be provided.**

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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 ANTICIPATED TERMS AND CONDITIONS OF ANY RESULTANT CONTRACT.**

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

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

The specific objective of this contract is to develop a biocompatible matrix on the surface of implantable silicon microstructures that will improve the mechanical stability of the microelectrode-tissue interface and will provide a bridge between the microstructure and neurons, glia, and related cells.

### **ARTICLE B.2. ESTIMATED COSTS**

The final contract will contain the price/cost provisions agreed upon during negotiations.

### **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/SPECIFICATION/WORK STATEMENT**

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

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work, SECTION J, ATTACHMENT No. 1, attached hereto and made a part of this solicitation.

### **ARTICLE C.2. INVENTION REPORTING REQUIREMENT**

All reports and documentation required by FAR CLAUSE 52.227-11, including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1140A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301/435-1986). In addition, one copy of the annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer at the address listed below. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted within 90 days after contract expiration to the following address:

Contracting Officer  
National Institutes of Health  
National Institute on Neurological Disorders and Stroke  
NeuroScience Center, MSC 9531  
6001 Executive Boulevard, Suite 3287  
Bethesda, Maryland 20892-9531

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.i Edison.gov>), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

### **ARTICLE C.3. TECHNICAL REPORTING REQUIREMENTS**

The Contractor shall on a quarterly basis, deliver to the NINDS Project Officer and the Contracting Officer a progress report, electronically as hypertext or as Microsoft Word document, which describes the work performed during the quarterly period reported and the anticipated work plan for the next quarterly period. A quarterly progress report is not required for the last quarterly period of the contract term.

### **ARTICLE C.4. SPECIAL REQUIREMENTS**

The Contractor (Principal Investigator) shall come to Bethesda, Maryland on an annual basis to attend the Neural Prosthesis Workshop and present progress of work under the contract.

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

### **ARTICLE D.1. PACKAGING, MARKING, AND SHIPPING**

- a. All deliverables required under this contract shall be packaged, marked, and shipped in accordance with the contract. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.
- b. Packaging
  1. For the purpose of reports, "immediately usable and acceptable condition" includes securing the pages together in a suitable and reasonable manner to be agreed upon by the Contractor and the NINDS Project Officer.
  2. Boxes and/or other types of outer packaging, i.e., containers, wraps, etc., shall be suitable to the type of items being transmitted; and the mode of transportation utilized shall assure that such materials be received in an acceptable condition.

- c. Marking

All reports and/or other deliverable items under this contract shall be marked on the cover and cover page with the following identifiers.

1. Title: Biomaterials for the Central Nervous System
2. Contract Number:
3. Name of Contractor:
3. Name of Principal Investigator:

- d. Shipping

Shipping shall be accomplished by reasonable and suitable means to be mutually agreed upon by the Contractor and the NINDS Project Officer.

- e. See SECTION F for delivery information.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **ARTICLE E.1. INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or a duly authorized representative shall perform inspection and acceptance of all deliverables and services to be provided.
- b. For the purpose of this ARTICLE, the NINDS Project Officer designated in ARTICLE G.2. is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance of contract work/deliverables shall be performed at the National Institute of Neurological Disorders and Stroke (NINDS), NIH, NeuroScience Center, MSC 9525, 6001 Executive Boulevard, Suite 2207, Bethesda, Maryland 20892-9525. Inspection and acceptance shall be performed using progress reports and the final report. Site visits will also be employed for this purpose. Acceptance of work and/or report deliverables may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within thirty (30) days of receipt.
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:  
52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (Short Form) (APRIL 1984)**

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **ARTICLE F.1. DELIVERIES**

- a. Satisfactory performance of this contract shall occur upon completion of the technical performance requirements as specified in the Statement of Work and delivery and acceptance by the Contracting Officer, or duly authorized representative, of the items specified below. The report deliverables shall be delivered F.O.B. Destination, as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), in accordance with the stated delivery schedule.

<u>Item</u>	<u>Description</u>	<u>Reporting Period</u>	<u>Delivery Schedule</u>
(1)	<b>Quarterly Progress Report</b> , plus abstract, including a description of work performed during the period reported upon and the anticipated work plan for the coming quarter.  The Contractor shall submit the Quarterly Progress Report electronically as hypertext or as Microsoft Word document.	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 30 July 31 October 31 January 31  A quarterly report is not due for the final quarterly period of the contract.
(2)	<b>Final Report</b> , hardcopy format, shall summarize what was achieved, what was not achieved and shall include recommendations for future R&D in the area. The summary may refer to quarterly progress reports and published articles supported by the contract. Copies of all publications should be included with the final report. Any substantive data or other results obtained during the final quarter should be included.		Four (4) years from the start date of the contract.

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

<u>Addressee</u>	<u>Deliverable Item No.</u>	<u>Quantity</u>
Project Officer National Institutes of Health National Institute of Neurological Disorders and Stroke NeuroScience Center, Room 2207 6001 Executive Boulevard, MSC 9525 Bethesda, MD 20892-9525 Email:	(1) and (2)	1
Contracting Officer National Institutes of Health National Institute of Neurological Disorders and Stroke NeuroScience Center, Room 3287 6001 Executive Boulevard, MSC 9531 Bethesda, MD 20892-9531 E-Mail:	(2)	1

**ARTICLE F.2. STOP WORK ORDER**

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

**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**

**ARTICLE G.1. KEY PERSONNEL**

- a. 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:

<u>Name</u>	<u>Title</u>
-------------	--------------

- b. The clause cited above contains a requirement for review and approval by the Contracting Officer of written request for change of Key Personnel reasonably in advance of diverting any of these individuals from the contract. The period of time for advance notice shall not be less than thirty (30) days.

**ARTICLE G.2. PROJECT OFFICER**

- a. The following Project Officer will represent the Government for the purpose of this contract:
- b. 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.
- c. The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize



reimbursement of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

- d. The Government may unilaterally change its Project Officer designation.

**ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT**

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

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

- 1. Invoice/financing requests shall be submitted as follows:

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

Contracting Officer  
National Institutes of Health  
National Institute of Neurological Disorders and Stroke  
NeuroScience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, MD 20892-9531

- 2. Inquiries regarding payment of invoices/financing requests should be directed to the designated billing office, (301) 496-1813.

- b. The Contractor shall include the following certification on every invoice/contract financing request for reimbursable costs incurred with Fiscal Year funds subject to the salary rate limitation provisions as specified in ARTICLE H.\_. of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

"I hereby certify that the salaries charged in this invoice are in compliance with P.L. [cite the applicable Public Law Number for the applicable Fiscal Year as stated in ARTICLE H.\_.] and ARTICLE H.\_. of the above referenced contract."

**OR**

**ARTICLE G.3. PAYMENT MANAGEMENT SYSTEM INFORMATION**

- a. Advance payments will be provided pursuant to HHSAR Clause 352.232-73, Method of Payment - Letter of Credit, which is incorporated and made a part of this contract by reference. The PIN (letter of credit) number under HHSAR 352.232-73(a) is:

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

An original and two copies of the completion and/or final invoice shall be submitted to the following designated billing office:

Contracting Officer  
National Institutes of Health  
National Institute of Neurological Disorders and Stroke  
Neuroscience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, MD 20892-9531

2. The office administering advance payments designated in HHSAR 352.232-73 (g)(2) is:

Department of Health and Human Services  
Financial Management Service  
Division of Payment Management  
11400 Rockville Pike, Suite 700  
Rockville, Maryland 20857

Inquiries regarding payments should be directed to the above office.

#### **ARTICLE G.4. 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 which accompany the form, in an original and two copies, not later than the thirtieth (30) 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 instructions 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 shall be submitted 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 are examples of expenditure categories which may be reported:

<u>Expenditure Category</u>	<u>Percentage of Effort/Hours</u>
(1) Direct Labor	
(a) Professional	
(b) Technical	
(2) Fringe Benefits	
(3) Materials/Supplies	
(4) Equipment	
(5) Travel	
(6) Other Direct Costs	
(7) Indirect Costs	
(8) Total Cost to Government	

#### **ARTICLE G.5. 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.6. POST AWARD EVALUATION OF PAST PERFORMANCE**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, an interim evaluation will be prepared during the contract term to assess ongoing performance.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

### **b. Electronic Access to Contractor Performance Evaluations**

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

[http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm)

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

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

### **ARTICLE H.1. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

The Contractor's Representations and Certifications document dated \_\_\_\_\_, is hereby incorporated and made a part of this contract by reference.

### **ARTICLE H.2. HUMAN SUBJECTS**

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

### **ARTICLE H.3. ANIMAL WELFARE ASSURANCE**

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office of Protection from Research Risks (OPRR), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor shall maintain such assurance for the duration of this contract, and any subcontractor performing work under this contract involving the use of animals shall also obtain and maintain an approved Animal Welfare Assurance.

**ARTICLE H.4. SUBCONTRACTING PROVISIONS**

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated \_\_\_\_\_, 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 with 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 one (1) copy of the 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, this report shall be submitted on the following dates for the entire life of this contract:

April 30th  
October 30th

This report shall be sent to the following address:

Contracting Officer  
Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
NeuroScience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, Maryland 20892-9531

2. The Contractor shall submit one (1) copy of the Summary Subcontracting 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 Building, Room 517-D  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

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

**ARTICLE H.5. SALARY RATE LIMITATION LEGISLATION PROVISIONS**

- a. Pursuant to Public Law(s) cited in paragraph (b) below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of overhead, fringe benefits and general and administrative expenses. The per year salary rate limit also applies to individuals proposed under subcontracts. If this is a multiple contract, it

may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

b.	<u>Public Law No.</u>	<u>Fiscal Year</u>	<u>Period Covered</u>	<u>*Dollar Amount of Salary Limitation</u>
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**(Applicable information to be included at award)**

\*Effective 1/1/00 this amount is \$141,300 and will remain at this level until such time as the Executive Level II is increased. See the web site listed for Executive Level II rates of pay <http://www.opm.gov/oca/2000tbls/Execses/html/execschd.htm>

**ARTICLE H.6. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS**

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

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

**ARTICLE H.7. PUBLICATION AND PUBLICITY**

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

"This project has been funded in whole or in part with Federal funds from the National Institute of Neurological Disorders and Stroke, National Institutes of Health, under Contract No. \_\_\_\_\_."

**ARTICLE H.8. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

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

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

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.9. EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) all microcomputers, including personal computers, monitors, and printers that are acquired using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

## ARTICLE H.10. PRESS RELEASES

a. Pursuant to Public Law(s) cited in paragraph (b) below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money that: (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 No. and Section No                      Fiscal Year                                      Period Covered

**(Applicable information to be included at award)**

## ARTICLE H.11. 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 No. and Section No                      Fiscal Year                                      Period Covered

**(Applicable information to be included at award)**

## ARTICLE H.12. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

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

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

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

**(Applicable information to be included at award)**

**ARTICLE H.13. ANTI-LOBBYING**

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- c. Public Law No. and Section No                      Fiscal Year    Period Covered

**(Applicable information to be included at award)**

**ARTICLE H.14. YEAR 2000 COMPLIANCE**

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

- a. Service Involving the Use of Information Technology

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

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

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

**SPECIAL NOTE FOR SOLICITATION PURPOSES:** This SECTION I uses, as an example, clauses appropriate for the award of a cost-reimbursement research and development type contract. Any resultant contract shall include the clauses applicable to the selected offeror's organization and the type of contract awarded. Any additional clauses required by Public Law, Executive Order, or acquisition regulation in effect at the time of award shall be included in this SECTION I.

A listing of clauses appropriate for the award of other types of contracts will be provided upon request to the Contracting Officer/Contract Specialist identified in the cover letter of this Request for Proposals.

#### **ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT 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. TITLE AND DATE

52.202-1	Definitions (OCTOBER 1995)
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fees (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JULY 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (JANUARY 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JANUARY 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUNE 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUGUST 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (OCTOBER 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCTOBER 1997)
52.215-12	Subcontractor Cost or Pricing Data (OCTOBER 1997)
52.215-14	Integrity of Unit Prices (OCTOBER 1997)
52.215-15	Pension Adjustments and Asset Reversions (DECEMBER 1998)
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) other than Pensions (OCTOBER 1997)
52.215-19	Notification of Ownership Changes (OCTOBER 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCTOBER 1997)
52.216-7	Allowable Cost and Payment (MARCH 2000)
52.216-8	Fixed Fee (MARCH 1997)
52.219-8	Utilization of Small Business Concerns (OCTOBER 2000)
52.219-9	Small Business Subcontracting Plan (OCTOBER 2000)
52.219-16	Liquidated Damages - Subcontracting Plan (JANUARY 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990) (NOTE: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Convict Labor (AUGUST 1996)



- 52.222-26 Equal Opportunity (FEBRUARY 1999)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APRIL 1998)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUNE 1998)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JANUARY 1999)
- 52.223-6 Drug-Free Workplace (JANUARY 1997)
- 52.223-14 Toxic Chemical Release Reporting (OCTOBER 2000)
- 52.225-1 Buy American Act - Balance of Payments Program - Supplies (FEBRUARY 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (JULY 2000)
- 52.227-1 Authorization and Consent - Alternate I (JULY 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUGUST 1996)
- 52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUNE 1997) Note: In accordance with FAR 27.303 (a)(2), paragraph (f) is modified to include the requirements in FAR 27.303 (a)(2) (i) through (iv). The frequency of reporting in (i) is annual.
- 52.227-14 Rights in Data - General (JUNE 1987)
- 52.232-9 Limitation on Withholding of Payments (APRIL 1984)
- 52.232-17 Interest (JUNE 1996)
- 52.232-20 Limitation of Cost (APRIL 1984)
- 52.232-23 Assignment of Claims (JANUARY 1986)
- 52.232-25 Prompt Payment (JUNE 1997)
- 52.232-34 Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (MAY 1999)
- 52.233-1 Disputes (DECEMBER 1998)
- 52.233-3 Protest After Award (AUGUST 1996 - Alternate I (JUNE 1985)
- 52.242-1 Notice of Intent to Disallow Costs (APRIL 1984)
- 52.242-3 Penalties for Unallowable Costs (OCTOBER 1995)
- 52.242-4 Certification of Indirect Costs (JANUARY 1997)
- 52.242-13 Bankruptcy (JULY 1995)
- 52.243-2 Changes - Cost Reimbursement (AUGUST 1987) - Alternate V (APRIL 1984)
- 52.244-2 Subcontracts (AUGUST 1998) - Alternate II (AUGUST 1998) \*If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
- 52.244-5 Competition in Subcontracting (DECEMBER 1996)
- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contract) (JANUARY 1986)
- 52.246-23 Limitation of Liability (FEBRUARY 1997)
- 52.249-6 Termination (Cost-Reimbursement) (SEPTEMBER 1996)
- 52.249-14 Excusable Delays (APRIL 1984)
- 52.253-1 Computer Generated Forms (JANUARY 1991)

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

HHSAR

CLAUSE NO. TITLE AND DATE

- 352.202-1 Definitions - Alternate I (APRIL 1984)
- 352.228-7 Insurance - Liability to Third Persons (DECEMBER 1991)
- 352.232-9 Withholding of Contract Payments (APRIL 1984)
- 352.233-70 Litigation and Claims (APRIL 1984)
- 352.242-71 Final Decisions on Audit Findings (APRIL 1984)
- 352.270-5 Key Personnel (APRIL 1984)
- 352.270-6 Publication and Publicity (JULY 1991)
- 352.270-7 Paperwork Reduction Act (APRIL 1984)

[END OF GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT]

**ARTICLE I.2. AUTHORIZED SUBSTITUTIONS AND MODIFICATIONS 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 and ARTICLE I.1. of this SECTION is hereby modified as follows::

FAR Clause 52-215.2, AUDIT AND RECORDS - NEGOTIATION (JUNE 1999) - ALTERNATE II (APRIL 1998) is added.

FAR Clause 52.215-14, INTEGRITY OF UNIT PRICES (OCTOBER 1997) is deleted in its entirety.

FAR clause 52.232-20, LIMITATION OF COSTS, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) 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 at the time of award. Any contract awarded from this solicitation will contain the following:

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. Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations.

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

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."

FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCTOBER 1999)

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

FAR 52.230-2, Cost Accounting Standards (APRIL 1998)

FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998)

FAR 52.230-5, Cost Accounting Standards - Educational Institution (APRIL 1998)

FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999)

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

PHS 352.280-2(b), Care of Live Vertebrate Animals (OCTOBER 1986)

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

NIH (RC)-4, Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts (MAY 1997).

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 in full text.

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

FAR Clause 52.244-6, Subcontracts for Commercial Items and Commercial Components (OCTOBER 1998)

**a. Definition.**

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

**Subcontract**, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- b. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- c. Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
1. 52.222-26, Equal Opportunity (E.O. 11246);
  2. 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
  3. 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
  4. 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
- d. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## **PART III**

### **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

The following documents are attached and incorporated in this RFP:

1. Statement of Work

**THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH EACH TECHNICAL PROPOSAL: (A copy of each form shall be included with the original and every copy of the technical proposal).**

2. Summary of Labor & Direct Costs (TECHNICAL PROPOSAL), 1 page.
3. Government Notice for Handling Proposals, 1 page.

**THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH EACH BUSINESS PROPOSAL:**

4. NIH-2043, Proposal Summary and Data Record, 2 pages.
5. Summary of Related Activities, 1 pages.
6. Summary of Annual Costs (BUSINESS PROPOSAL), 1 pages.
7. SF-LLL, Disclosure of Lobbying Activities, 3 pages.
8. Small Business Subcontracting Plan Format, 7 pages.
9. Small Disadvantaged Business (SDB) Participation Plan, 1 page.

THE FOLLOWING FORMS WILL BE ATTACHED TO ANY CONTRACT RESULTING FROM THIS RFP:  
(They are included here for informational purposes only).

10. NIH (RC)-4, Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, 5 pages.
11. NIH (RC)-7, Procurement of Certain Equipment, (OMB Bulletin 81-16), 1 page.
12. Financial Report of Individual Project/Contract, NIH 2706, with Instructions May 1997, 1 page.
13. Instructions for Completing Form NIH 2706, 2 pages.

**\*\*REMINDER:** SECTION K: Representations and Certifications - Negotiated Contracts must be completed, signed and submitted with the original Business Proposal. \*\*

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

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

\_\_\_\_\_  
**(Name of Offeror)**

**(RFP No.)**

\_\_\_\_\_  
**(Signature of Authorized Individual)**

**(Date)**

**(Typed Name of Authorized Individual)**

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

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

- (a) The offeror certifies that -
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
  - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

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

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

- (a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(f) Common parent.

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

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

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

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

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

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.



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

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MARCH 1996)**

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

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

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

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

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

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCTOBER 2000)**

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

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
  - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

(d) **Notice.**

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

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**ALTERNATE I (OCTOBER 2000).** As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

**(a) Definition**

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

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

The Offeror  is,  is not an emerging small business.

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

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

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

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

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

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

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

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

The ten targeted industries are as follows:

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

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

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

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

(b) **Representations.**

- (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2)  **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

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

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

**Alternate I (OCTOBER 1998)**

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

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

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

12. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

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

13. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

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

14. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

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

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

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

- (a) The following certification shall be checked:

### **CERTIFICATION**

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

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

**16. 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

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

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

**17. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 2000)**

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

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or



- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
  - (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**18. 52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

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

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (b) Foreign End Products:
  - Line Item No.:
  - Country of Origin:
  - (List as necessary)
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**19. 52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

**[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]**

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

NAFTA Country or Israeli End Products:

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

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

Other Foreign End Products

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

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

**ALTERNATE I (FEBRUARY 2000)** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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

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

Canadian End Products:

Line Item No.:  
 (List as necessary)

**ALTERNATE II (FEBRUARY 2000)** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]**

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

Canadian or Israeli End Products

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

**20. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

**[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]**

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

Other End Products

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

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

**21. 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 1997)**

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

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

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

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

22. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

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

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

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

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

23. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

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

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

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

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

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

requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

The offeror hereby certifies that:

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

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

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

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

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

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

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

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

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

**CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if,**

during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

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

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

YES             NO

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

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

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

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

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

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

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

By submission of its offer, the offeror certifies that:

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

26. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

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

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

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

Firm:

Signature

Name

Title

Date of execution\*\*\*

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

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

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

(End of Certificate)



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

## 1. GENERAL INFORMATION

### a. **PACKAGING AND DELIVERY OF PROPOSAL**

Your proposal shall be organized as specified in SECTION L.2., INSTRUCTIONS TO OFFERORS.

Proposals for furnishing the supplies and/or services in the SCHEDULE will be accepted at the location specified in (3) below, and in the number of copies specified in (1) below, until 4:30 p.m. (local time), February 23, 2001. Delivery and marking of proposals shall be as indicated below:

1. Number of Copies: The number of copies required of each part of your proposal are as follows:

Technical Proposal: Original plus 12 copies

Business Proposal: Original plus 4 copies

2. External Package Marking

In addition to the address cited below, the outside of each package should be marked with the following information:

RFP No. NIH-NINDS-01-02

3. Address

If hand-delivered or sending your proposal via an overnight delivery service, e.g., Federal Express, DHL, etc, your proposal must be delivered to the following address:

Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
Neuroscience Center Building  
6001 Executive Boulevard, Suite 3287  
Rockville, Maryland 20852

If mailing your proposal through the U.S. Postal Service your proposal must be sent to the following address:

Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
Neuroscience Center Building, MSC 9531  
6001 Executive Boulevard, Suite 3287  
Bethesda, Maryland 20892-9531

### b. **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, revisions, or withdrawals, 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 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 identify 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 as FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source

without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

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

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

(End of provision)

**Alternate I (October 1997).** As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

- (f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(End of Provision)

c. **"JUST IN TIME"**

This RFP contains special procedures for the submission of business management proposals. These special procedures are designed to reduce the administrative burden on offerors without compromising the information needed during the initial evaluation of proposals. Certain documents will no longer be required to be submitted with initial proposals, but will be requested at a later stage in the competitive process. Specifically, the travel policy, the annual financial statement, the total compensation plan, the subcontracting plan, and certain types of cost/pricing information will only be required to be submitted from those offerors included in the competitive range, or the apparent successful offeror. The special procedures for submission of this documentation are set forth in detail below:

**Travel Policy.** The offeror's (and any proposed subcontractor's) written travel policy shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required to submit a travel policy as a part of their final proposal revision.

**Annual Report.** The offeror's most recent annual report shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required submit a copy of their most recent annual report as a part of their final proposal revision.

**Total Compensation Plan.** The offeror's total compensation plan shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required submit a total compensation plan as a part of their final proposal revision.

**Cost/Pricing Information.** The offeror's business proposal shall include the basic cost/pricing information specified in Section L.4. of this RFP. In addition, the Government may require offerors included in the competitive range to submit additional information substantiating their proposed costs or prices. This additional cost/pricing information will be requested after establishment of the competitive range, and potentially includes payroll documentation, vendor quotes, invoice prices, and/or any other information deemed necessary by the contracting officer to evaluate the reasonableness of the price or to determine cost realism. The information may also include submission and certification of cost or pricing data.

d. **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 541710.
- (2) The small business size standard is 500 employees.

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

**e. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS**

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

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

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

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

It is anticipated that ONE (1) AWARD may be made from this solicitation and that the award may be made in July 2001.

It is anticipated that the award from this solicitation will be a multiple-year COST REIMBURSEMENT type, with a term of four (4) years. It is also anticipated that incremental funding will be used for this contract (see Section L.2. (c) - Business Proposal Instructions.

**g. ESTIMATE OF EFFORT**

It is expected that a cost-reimbursement, completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the total effort required to complete the RFP objectives to be approximately 18,000 labor hours for the entire contract period. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes. A breakdown of the Government's estimate of labor effort is as follows:

<u>Labor Category</u>	<u>Labor Hours/Effort</u>
Professional	1,500 Hours/.72 FTE per Year
Technical	3,000 Hours/1.4 FTE per Year

Performance of work under this project will require involvement of personnel with established expertise in neural prostheses, hand surgery, control theory, biomechanics, and biomedical engineering.

You are requested to furnish estimates of personnel and effort based on the requirements of this RFP and the approach you propose to take for achieving the stated objectives.

**h. 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 acquisition. Any other commitment, either explicit or implied, is invalid.

i. **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.

j. **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.

k. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that the most important award selection factor shall be the technical evaluation of proposals. The technical proposal will receive paramount consideration in the selection of the Contractor for this acquisition. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. The relative importance of the award selection factors is specified in Section M. In any event, the Government reserves the right to make an award to the offeror whose proposal provides the best overall value to the Government.

l. **PREPARATION COSTS**

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

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

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

Contracting Officer  
Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke  
NeuroScience Center, MSC 9531  
6001 Executive Boulevard, Suite 3287  
BETHESDA MD 20892-9531

(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)**

n. **LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS, PHS 352.215-10**

Notwithstanding the procedures contained in the provision of this solicitation entitled Late Submissions, Modifications, and Withdrawals of Proposals, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government, and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

**(End of provision)**

## 2. INSTRUCTIONS TO OFFERORS

### a. GENERAL INSTRUCTIONS

#### INTRODUCTION

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

#### **(1) Contract Type and General Clauses**

It is contemplated that a cost-reimbursement completion type contract will be awarded. 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. 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 (120 days minimum) 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 labor-categories, 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 and separate cost estimates provided.

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

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

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

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

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

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

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification). In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

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

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

**(7) Evaluation of Proposals**

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

**(8) Potential Award Without Discussions**

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

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

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

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

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

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

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

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

**THE FOLLOWING NOTICE IS APPLICABLE WHEN CONTRACT PERFORMANCE IS EXPECTED TO INVOLVE CARE OF LIVE VERTEBRATE ANIMALS:**

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

The Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate

animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OLAW may be contacted at Rockledge Center I, Suite 1050, 6705 Rockledge Drive, Bethesda, Maryland 20817, (301) 496-7163, ext. 234.MSC 7507, Rockville, MD 20892-7507, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. The policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

Proposals submitted in response to this RFP and that involve the care and use of animals shall contain the following information:

- (a) identification of the species and approximate number of animals to be used;
- (b) rationale for involving animals, and for the appropriateness of the species and numbers to be used;
- (c) a complete description of the proposed use of animals;
- (d) a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals;
- (e) a description of any euthanasia method to be used;
- (f) a declaration that the institution does or does not have an Animal Welfare Assurance must be submitted with the proposal; and
- (g) per Information and Instruction Memorandum #OER 91-06, should an offeror's proposed study design include the use of chimpanzees, review and approval of those offerors in the competitive range would be required by the Interagency Model Committee.

#### **(11) Privacy Act**

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

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

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

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.

-to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

**(12) Selection of Offerors**

The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review panel. The panel will evaluate each technical proposal in strict conformity with the technical evaluation criteria of the RFP, utilizing point scores and written critiques. The panel may suggest that the Contracting Officer request clarifying information from an offeror.

The business portion of each contract proposal will be subjected to a cost realism and/or cost/price analysis.

If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors.

Considering the nature of this requirement, the NINDS does anticipate conducting discussions with offerors determined to be in the competitive range. 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, unless the range is further reduced for purposes of efficiency. (Note: Communications with offerors before establishment of the competitive range may be necessary for reasons specified in FAR 15.306-(b). Oral or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance (if applicable), and contractual terms and conditions.

At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 315.670.

The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror.

The NINDS 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 NINDS requirements. Synopses of awards exceeding \$25,000 will be published in the Commerce Business Daily.

**(13) Small Business Subcontracting Plan**

***\*\*\*\*This document is INCLUDED in the "Just in Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP.\*\*\*\****

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

(a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

(b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

(c) The offeror understands that:

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

(d) Each plan must contain the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, HUBZone and women-owned small business concerns as subcontractors.
- (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, HUBZone and Women-Owned Small Businesses.
- (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, HUBZone and/or women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the

proportionate share of indirect costs to be incurred with small, small disadvantaged, HUBZone and women-owned small business concerns.

- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, HUBZone and women-owned small business concerns have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small, Small Disadvantaged, HUBZone and Women-Owned Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, HUBZone and women-owned small business concerns and award subcontracts to them.

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

**(14) HUBZone Small Business Concerns**

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

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

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

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

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) codes, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at: <http://www.sba.gov/size/NAICS-cover-page.htm>. The Department of Commerce website for the annual determination is: <http://www.arnet.gov/References/sdbadjustments.htm>.

Offerors shall **provide in one clearly marked section of the Business Proposal**, SDB participation targets, expressed as dollars and percentages of total contract value, in each authorized NAICS Industry Subsector(s), as may be applicable. The applicable NAICS Code for this requirement is 541170, as specified in Section L.1 (d). A total target for SDB participation by the prime contractor, including joint ventures and team arrangements\*, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. This information may be provided in the format prescribed in Section J, attachment entitled Small Disadvantaged Business (SDB) Participation Plan or in a format developed by the offeror.

If the SDB evaluation factor in Section M includes a subfactor that considers the extent to which SDB concerns must be specifically identified in the participation plan, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation.

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

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

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

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

**(17) Salary Rate Limitation in Fiscal Year 2000\*\***

Offerors are advised that pursuant to P.L. 106-113, no NIH Fiscal Year 2000 (October 1, 1999 - September 30, 2000 ) funds may be used to pay the direct salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level II\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses). This does not preclude the offeror from absorbing that portion of an employee's salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level II\*. The salary rate limitation set by P.L. 106-113 applies only to Fiscal Year 2000 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level II\* annual salary

rate limit also applies to individuals proposed under subcontracts. P.L. 106-113 states in pertinent part:

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

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

**\*\*Note: FY-2001 Public Law and Salary Rate information will replace this and be inserted into the contract upon passage of DHHS FY-2001 appropriation legislation.**

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

**EACH INSTITUTION MUST:**

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
  - i) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;



- ii) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
- iii) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
- iv) the Institution will otherwise comply with the regulations.

**Institutional Management of Conflicting Interests**

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

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

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

**(19) 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.

**(20) 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) Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991)
- (b) Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991).
- (c) Facilities Capital Cost of Money, FAR Clause 52.215-16 (October 1997)
- (d) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997)

## **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**

##### **i) 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.

##### **ii) Approach**

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

##### **iii) 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.

##### **iv) 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.**

i) Principal Investigator/Project Director

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

ii) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss their 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.

iii) 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 must be indicated and the anticipated sources must 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.

iv) Resumes

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

**(2) Technical Evaluation**

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

**(3) Additional Technical Proposal Information**

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

**(4) Other Considerations**

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

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

**c. BUSINESS PROPOSAL INSTRUCTIONS**

**(1) Basic Cost/Price Information**

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

**(2) Proposal Cover Sheet**

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

- (a) Solicitation, contract, and/or modification number;
- (b) Name and address of Offeror;
- (c) Name and telephone number of point of contact;
- (d) Name, address, and telephone number of Contract Administration Office, (if available);
- (e) Name, address, and telephone number of Audit Office (if available);
- (f) Proposed cost and/or price; profit or fee (as applicable); and total;
- (g) The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any

of those books, records, documents, or other records directly pertinent to the information requested or submitted.

- (h) Date of submission; and
- (i) Name, title and signature of authorized representative.

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

The attached "Breakdown of Proposed Estimated Cost (Plus Fee) and Labor Hours (Business Proposal) shall be used as the yearly and cumulative summary of proposed costs. This budget summary shall be presented directly behind the business proposal cover page.

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

- (a) The information submitted to support of the individual budget elements specified in the "Breakdown of Proposed Estimated Costs (Plus Fee) and Labor Hours (Business Proposal) shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

Any information submitted must support the cost estimate/price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost estimate/price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

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

- i) **Direct Labor**

- Provide a breakdown, by individual or labor class, of labor hours and rates. Identify and list all key personnel and all others who will be directly involved in work under the project. Provide a written narrative justifying the basis of the labor effort proposed for all persons.

- ii) **Materials**

- Provide a summary listing and/or bill of materials for all individual material types and quantities and the basis for the line item cost/pricing estimate. This information should be supported with documentation such as current vendor quotes, invoices based on recent purchases, catalog price lists/schedules, etc.).

- iii) **Subcontracted Items**

- Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

- iv) **Raw Materials**

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

v) **Purchased Parts**

Includes items not covered above. Provide priced quantities of items required for the proposal. Provide a list for all purchase parts and quantities and the basis for the line item cost/pricing estimate. This information should be supported with documentation such as current vendor quotes, invoices based on recent purchases, catalog price lists/schedules, etc.).

vi) **Fringe Benefits**

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

vii) **Indirect Costs**

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

viii) **Equipment**

List any equipment proposed as a direct cost, including description, price, quantity, total price, results of purchase or lease analysis, and the basis for the cost/pricing estimate.

ix) **Travel**

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

x) **Other Costs**

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

***\*\*\*\*(Please note that data substantiating the costs or prices proposed (i.e. payroll documentation, vendor quotes, invoice price, etc.) shall not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.) \*\*\*\****

**(4) 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)

Alternate I (October 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

"Information to coincide with the individual budget elements specified in the "Breakdown of Proposed Estimated Costs (Plus Fee) and Labor Hours (Business Proposal).

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

**\*\*\*\*This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP. \*\*\*\***

- 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 INCLUDED IN THE COMPETITIVE RANGE WILL BE REQUIRED TO SUBMIT/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.

**(6) 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).

**(7) Qualifications of the Offeror**

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

**(1) General Experience**

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



(2) **Organizational Experience Related to the RFP**

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

(3) **Performance History**

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

(4) **Pertinent Contracts**

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

(5) **Pertinent Grants**

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

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an evaluation factor they are considered in the source selection process.

(8) **Other Administrative Data**

a) **Property**

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

- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractors Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

**b) Royalties**

The offeror shall furnish information concerning royalties which are anticipated to be paid in connection with performance of work under the proposed contract.

**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**

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

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time, to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

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

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

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

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

(End of Provision)

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

The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).

The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

**(9) Subcontractors**

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

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

**(10) Annual Financial Report**

**\*\*\*\*This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP. \*\*\*\***

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

**(11) 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.

**(12) Travel Costs/Travel Policy**

**a) Travel Costs - Commercial**

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates and definitions in effect on December 31, 1998 or the current Federal Travel Regulations and definitions. Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using either the 1998 Federal Travel Regulation definitions and rates or the current definition and rates for all pertinent contracts. Contractors may not choose between the different per diem rates on a case by case basis. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46 (a)(2).

**b) Travel Policy**

***\*\*\*\*This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP. \*\*\*\****

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**

### **A. GENERAL INFORMATION REGARDING EVALUATION FACTORS FOR AWARD**

The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. The technical evaluation is more important than cost and price, and cost and price is more important than the Extent of Small Disadvantaged Business Participation Plan factor. All evaluation factors other than cost or price, when combined are significantly more important than cost or price. In any event, the Government reserves the right to make an award to that offeror(s) whose proposal provides the best overall value to the Government. The trade-off process described in FAR 15.101-1 shall be employed.

An initial technical review will be conducted to evaluate technical proposals against the technical evaluation criteria specified below. Offerors must submit sufficient information to allow evaluation of their proposals based on the research objectives specified in the Statement of Work and the technical evaluation criteria listed below. Failure to provide any of the information required to evaluate the proposal may result in less than a favorable evaluation.

The evaluation of cost and the extent of SDB participation will not be conducted on any proposal determined to be "technically unacceptable" as a result of the initial technical review. In addition, evaluation of the SDB Participation Plan factor will not be conducted on any proposal not included in the competitive range on the basis of the evaluation of factors other than the SDB participation plan factor.

If a proposal is received from a foreign source, the technical review group will address the need or appropriateness of accomplishing the work outside the United States.

### **B. TECHNICAL EVALUATION CRITERIA**

The following evaluation criteria shall be used by the technical review panel for the evaluation of technical proposals. The relative importance of these criteria is as indicated by the assigned point weights. The maximum total score possible is 100 points. Proposals will be judged solely on the written material provided by the offeror.

The offeror's analysis of the proposed project: Evidence of understanding of the conceptual problems. 0-20 Points.

Quality of experimental design, including recognition and discussion of anticipated major experimental problems together with suggested solutions; originality of ideas presented; and soundness and feasibility of the procedures proposed; the proposed animal model, and plans for the care, use and protection of vertebrate animals from research risks. 0-40 Points.

Experience, qualifications, competence and availability of offeror's investigative team including evidence of significant collaboration among personnel proposed. 0-30 Points.

Adequacy and availability of resources and facilities of the organization deemed to be of value to the project. 0-10 Points.

### **C. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN**

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

Evaluation of the SDB Participation Plan will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

- (1) Extent of commitment to use SDB concerns in performance of the contract ( in terms of dollars and percentage of total contract value; and
- (2) The complexity and variety of work to be performed by SDB concerns.

## **SECTION C**

### **DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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

a. **Background**

Microelectrode arrays are being developed that are capable of stimulating or recording concurrently from many individual cells in the central nervous system. In acute settings, stimulation or recording can be routinely accomplished. Unfortunately, the techniques that are effective for acute recording and stimulation do not generalize to the chronic recording environment. For dependable chronic recording or stimulation of specific cells, the interface between the microelectrodes and the target cells needs to be made more stable. This research effort will focus on achieving such stability through modification of the surface properties of microelectrode arrays.

The surface of an implanted microelectrode interacts with the neural and other cells around it mechanically and chemically as well as electrically. This interaction is a major determinant of the long-term viability of the microelectrode-cell interface. Two factors that work against a stable interface are differences in mechanical stiffness between the microelectrode and neural tissue; and a surface chemistry on the microelectrode that does not promote specific cell attachment.

With respect to stiffness, silicon microelectrodes have an elastic modulus of around 100 gigaPascals. The stiffness of neural tissue is on the order of 0.1 megapascals. This million-fold difference in stiffness can result in significant differential movement in response to an external stress. The mismatch is a greater problem in large brained animals where the greater movements of the brain in the skull can produce greater stress loads. A variety of methods such as a graded interface between the silicon and neural tissue offer the possibility of a significant reduction in the stiffness mismatch.

The surface of an implant should also be chemically recognized by the target neural tissue as a surface that is appropriate for contact. Our current understanding of communication between cells and between a cell and the extracellular matrix provide clues about how to develop microelectrode surfaces to promote neural adhesion. Advances in surface chemistry now provide the techniques to produce microelectrode surfaces with a wide variety of exposed surface functional groups that can include both extracellular matrix factors and trophic factors.

Advances in these critical areas raise the likelihood that a new generation of electrodes for chronic implantation into the CNS can be developed. This research project will develop biomaterials for a chronic microelectrode-neural interface. The goal is to develop a matrix on the surface of a microelectrode that both biomechanically and biochemically supports the growth and adhesion of neurons. These surfaces will then be tested in an animal model to evaluate interface stability.

This Request for Proposals represents a new research contract within the Neural Prosthesis Program of the National Institute of Neurological Disorders and Stroke. A current bibliography listing publications resulting from Neural Prosthesis Program studies in this and related areas is available on the internet at the site: [www.ninds.nih.gov/npp](http://www.ninds.nih.gov/npp).

b. Technical/Performance Specifications:

Independently, and not as an agent of the Government, the contractor shall develop a biocompatible matrix on the surface of implantable silicon microstructures that will improve the mechanical stability of the microelectrode-tissue interface and will provide a bridge between the microstructure and neurons, glia, and related cells.

More specifically, the contractor shall:

1. Develop or select candidate matrix surfaces that are likely to enhance mechanical stability at the interface of a microelectrode array and neural tissue for a microelectrode implanted within the central nervous system.
2. Select or develop candidate organic functional groups that are bound to or diffuse from the matrix surface and that are likely to enhance growth and/or adhesion of neurons or neuronal processes to specific regions of an implanted silicon microelectrode array.
3. Develop or adapt methods to deposit a matrix with selected surface functional groups onto silicon microelectrode arrays. Microelectrode arrays shall be selected from the devices available at the Center for Neural Communication Technology (<http://www.engin.umich.edu/center/cnct/>) sponsored by the National Center for Research Resources.
  - (a) The matrix and functional groups shall be stable in saline at 37o C. for at least 3 months.
  - (b) The matrix shall remain adherent to the microelectrode following implantation through the pia-arachnoid into neural tissue.
4. Select an in-situ animal model(s) of mammalian cortex (excluding chimpanzees) and investigate the growth and adhesion of neurons, glia, micro-glia, and other cells present in the nervous system on chronically implanted microelectrode arrays coated with the selected matrix. Studies shall be done with and without cables attached to the microelectrode arrays.
5. Cooperate with other investigators in the Neural Prosthesis Program by coating microelectrodes (estimate 50 over the contract period) with the most promising materials for in-vivo evaluation. The microelectrodes will be supplied by the NINDS Project Officer.
6. Upon completion of the tasks specified above, prepare and deliver to the Government a comprehensive final report that shall summarize what was achieved, what was not achieved and shall include recommendations for future research and development in this research area.



(SUBMIT WITH TECHNICAL PROPOSAL)

**SUMMARY OF LABOR AND DIRECT COSTS**

<u>COST ELEMENTS</u>	<u>YEAR 01</u>	<u>YEAR 02</u>	<u>YEAR 03</u>	<u>YEAR 04</u>	<u>TOTAL</u>
<u>DIRECT LABOR</u> (List individuals by name / labor category. Indicate hours or % effort for each.) _____ _____ _____ _____ _____					
<u>TOTAL LABOR COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES</u> (Specify items and cost for each.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COSTS</u> (Specify trips and costs.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>EQUIPMENT</u> (List separately)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>CONSULTANTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>SUBCONTRACTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER DIRECT COST</u> (Specify items & costs for all elements)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Specific Instructions:**

1. Enter dollar totals for each person/labor category under Direct Labor. Hours or other effort estimates must be indicated.
2. DO NOT include salary rates under Direct Labor.
3. Total Labor Costs should include fringe benefit cost estimates in this total.
4. DO NOT include any Indirect Costs or Fixed-Fee.
5. DO NOT show the total proposal amount offered.
6. This form must be included with 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.)

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH <b>PROPOSAL SUMMARY AND DATA RECORD</b>	Solicitation/CONTRACT NUMBER		
PROJECT TITLE (Title or Solicitation 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 Solicitation (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.

SUMMARY OF RELATED ACTIVITIES

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

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

Professional's Name and Title/Position: \_\_\_\_\_

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

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

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

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

Professional's Name and Title/Position: \_\_\_\_\_

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

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

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

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

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

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

(SUBMIT WITH BUSINESS PROPOSAL)

**SUMMARY OF ANNUAL COSTS**

<u>COST ELEMENTS</u>	<u>YEAR 01</u>	<u>YEAR 02</u>	<u>YEAR 03</u>	<u>YEAR 04</u>	<u>TOTAL</u>
<u>DIRECT LABOR</u> (List individuals by name / labor category. Indicate hours, % effort, and rates for each.  _____  _____  _____  _____  _____					
<u>TOTAL LABOR COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFITS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>EQUIPMENT</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>CONSULTANTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>SUBCONTRACTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OVERHEAD ( %)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>G&amp;A EXPENSE ( %)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL EST. COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FEE (If applicable)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST PLUS FEE</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	-				

**Specific Instructions:**

1. Enter dollar totals for each person/labor category under Direct Labor. Hours or other effort estimates must be indicated as well as salary/wage rates for each.
2. For \* specify applicable base.
3. This form must be included with the BUSINESS PROPOSAL.



**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**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 of 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 (Solicitation) 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., "Solicitation-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.

**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 offerer'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 product 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 \_\_\_\_\_%



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, 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. These efforts include, but are not limited to, the following activities:**

- a. Outreach efforts to obtain sources:
  - 1) Contacting minority and small business trade associations;
  - 2) contacting business development organizations and local chambers of commerce;
  - 3) attending small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran – owned small business procurement conferences and trade fairs;
  - 4) requesting sources from the Small Business Administrations (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 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 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, D.C. 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, and 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, if not, why not; (3) whether small disadvantage business concerns were solicited, 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 and (6) the reason for the failure of solicited small, disadvantaged, and 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 program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required 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:** \_\_\_\_\_





**INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING**  
**INSTRUCTIONS FOR COST-REIMBURSEMENT CONTRACTS**

**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 may be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims should be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

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

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

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

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

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

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

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

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

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

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

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

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

- The item number for the specific piece of equipment listed in the Property Schedule.
  - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
  - Be preceded by an asterisk (\*) if the equipment is below the approval level.
- (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.
- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understandings or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

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

## FINANCIAL REPORTING INSTRUCTIONS:

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

**Column A--Expenditure Category** - Enter expenditure categories.

**Column B--Cumulative Percentage of Effort/Hrs.-Agreed-To** - Enter the percentage of effort or number of hours agreed to for each employee or labor category listed in Column A.

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

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

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

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

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

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

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

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

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH          Contracts Management Branch, NINDS          6001 Executive Boulevard, MSC 9531          Room 3287          Bethesda, Maryland 20892-9531</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION          100 Main Street          Anywhere, USA zip code</p> <p>Attn: Name, Title, &amp; Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____          Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>
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(h) This invoice/financing request represents reimbursable costs for the period from \_\_\_\_\_ to \_\_\_\_\_

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

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

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

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

## **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.





**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.

