

September 20, 2002

To Prospective Bidder:

Reference: Request for Proposal 263-02-P(GR)-0025

This cover letter is summary of the salient elements of the procurement, but not an integral part of the enclosed RFP. In the event of a conflict between the RFP Cover Letter and the enclosed RFP, data and information in the RFP shall prevail.

You are invited to submit to the National Institutes of Health, DHHS, and a proposal for the maintenance, repair and installation of NIH Animal Waste Systems. All interested businesses are encouraged to participate.

It is anticipated that only one Firm-fixed contract will be awarded for a one-year period, with four one period renewable options. The anticipated award date is December 31, 2002 with a Period of Performance date of January 1, 2003.

All proposals are due no later than October 21, 2002 at 4:00p.m. local prevailing time. The place designated for receipt of proposals at that date and time is Building 13, Room 1S07, 9000 Rockville Pike, Bethesda, Maryland 20892. Prior to that date and time, proposals either mailed or hand-carried will be received during normal weekdays business hours only (Monday - Friday, 8:00a.m. through 4:00 p.m., local prevailing time) at the address above.

You are cautioned to carefully review Section L of this RFP concerning late bids, modifications of bids, or withdrawals of bids. Please prepare your proposal strictly in accordance with the instructions set forth in Part IV - Section L of the RFP. Proposals will be evaluated in accordance with Section M. Your proposal must have an acceptance period of not less than 120 days. Failure to comply with instructions could result in your proposal being considered non-responsive.

A pre-proposal/site visit conference will be held on October 8, 2002 at Building 14G, conference room 107, 9000 Rockville Pike, Bethesda, Maryland at 10:00 a.m. See

Section L of the solicitation for details. Contact Patricia Pemberton to register for the conference at e-mail address: [pembertp@box-p.nih.gov](mailto:pembertp@box-p.nih.gov).

The proposal must be signed by an official authorized to bind the offeror, and it shall contained a statement to the effect that the proposal is firm for a period of at least sixty (120) days from the date of receipt thereof by the Government. This solicitation does not commit the government to pay any costs incurred in the submission of proposal or make necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services. It is also brought to your attention that the contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

By signing the award document, the offeror is reaffirming its awareness of an agreement with the various contract clauses, including the withholding of payments clause.

Prices quoted should include all necessary material and labor for the maintenance and repair of the Animal Waste Systems. A letter should also accompanying your proposal certifying the prices quoted are not in excess of those charged any Government agency, company organization or individual purchasing or handling like quantities under similar conditions.

Award may be made without further discussions of the proposal(s) received; therefore, your proposal should be submitted initially on the most favorable terms, which your firm can submit to the Government.

The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official file on this matter without obligation to the Government.

The proposal submitted in response to this request may contain data (trade secrets, business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its perspective 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 restricted; provided, that the Government determines that

the data are not required to be disclosed under the Freedom of Information Act, 5 U.S. 522 as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying 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 the 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.

Offerors are cautioned that proposals submitted with restrictive legend may not be considered for award. The government reserves the right to reject any proposal submitted with a nonconforming legend. Please complete the enclosed forms and return the original and five. If the Government accepts your offer, a signed copy of the contract will be returned for your file.

All questions concerning this solicitation must be submitted in writing to Patricia Pemberton prior to the

closing date. Questions may be faxed to (301)-480-7250, or e-mail to [pembertp@box-p.nih.gov](mailto:pembertp@box-p.nih.gov).

Sincerely,

Patricia Pemberton  
Contract Specialist, OLAO

Enclosure

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →	RATING	PAGE	OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 263-02-P(GR)-0025	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. QIH20057	
7. ISSUED BY National Institutes Of Health, OLAO Building 13/Room 1S07 9000 Rockville Pike Bethesda, Maryland		CODE	8. ADDRESS OFFER TO (if other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 13/Rm. 1S07 until 4:00pm local time October 21, 2002  
(Hour) (Date)

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

10. FOR INFORMATION CALL: →	A. NAME Patricia Pemberton	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS pembertp@box-p.nih.gov
		AREA CODE 301	NUMBER 435-8448	EXT.	

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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION; <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -->	ITEM
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24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## PART I - THE SCHEDULE

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1. Basis of Award

**SECTION B  
SUPPLIES OR SERVICES/SCHEDULE OF PRICES**

**B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

- A. The purpose of this contract is to acquire services for the "Support of Government owned Animal Waste Systems which includes five (5) Somat Systems and one (1) TBJ System, at the National Institutes of Health within the confines of the NIH Complex. This includes campus and its supporting facilities (see Section J, attachment 3). This contract provides the following basic methods for the acquisition of these services.
  
- B. The Contractor shall provide all resources, including management, supervision, labor, materials, tools, and equipment (except as may be expressly stated in this contract as made available by the Government) necessary to provide the required services in accordance with the Description/ Specifications/Work Statement in Section C.

(End of clause)

**B.2 GENERAL**

This is a Total Small Business Set-Aside, Firm-Fixed Price (FFP) contract. This contract is for a one-year base period and four (4) option periods. All work shall be performed under the terms and conditions of this contract.

FFP Work. Work will be identified in Sections B.4, in sufficient detail and quantities, and for which a fair and reasonable price can be obtained this work will be identified as FFP work. FFP prices include all overhead, G&A, profit, and anything else that applies to delivering the services listed in the "Schedule of Prices for FFP Work", located in Section B.4. FFP work in this contract includes all work identified in Sections B.4.

(End of clause)

**PART I - SCHEDULE**

SUPPLIES OR SERVICES AND PRICES / COST

B.4 – Supplies or Services

The Contractor shall provide labor and material for inspections, maintenance, preventive maintenance, repairs, and emergency services for Government owned SOMAT and TBJ waste disposal systems in their entirety located in Veterinary Resources Program animal research facilities buildings 14A, 14B North, 14C and 14H on the NIH campus, Bethesda, Md. 20892, in accordance with SECTION C – Statement of Work.

B.5 – Prices / Costs

Basic Year January 1, 2003 through December 31, 2003

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Maintenance, Preventive Maintenance Inspections, Repairs, Call back service	12	Months	_____	_____
2. Emergency Service	80	Hours	_____	_____
3. Parts and materials for Emergency/Non Emergency Service*				<u>\$10,000.00</u>
			Basic Year Total:	_____

Option Year One January 1, 2004 through December 31, 2004

1. Maintenance, Preventive Maintenance Inspections, Repairs, Call back service	12	Months	_____	_____
2. Emergency Service	80	Hours	_____	_____
2. Parts and materials for Emergency/Non Emergency Service*				<u>\$10,000.00</u>
			Option Year One Total:	_____

Option Year Two January 1, 2005 through December 31, 2005

1. Maintenance, Preventive Maintenance Inspections, Repairs, Call back service	12	Months	_____	_____
2. Emergency Service	80	Hours	_____	_____
3. Parts and materials for Emergency/Non Emergency Service*				<u>\$10,000.00</u>
			Option Year Two Total:	_____

**PART I - SCHEDULE**

Option Year Three January 1, 2006 through December 31, 2006

1. Maintenance, Preventive Maintenance Inspections, Repairs, Call back service	12	Months	_____	_____
2. Emergency Service	80	Hours	_____	_____
3. Parts and materials for Emergency/Non Emergency Service*				<u>\$10,000.00</u>
			Option Year Three Total:	_____

Option Year Four January 1, 2007 through December 31, 2007

1. Maintenance, Preventive Maintenance Inspections, Repairs, Call back service	12	Months	_____	_____
2. Emergency Service	80	Hours	_____	_____
3. Parts and materials for Emergency/Non Emergency Service*				<u>\$10,000.00</u>
			Option Year Four Total:	_____

\*The Government will allocate funds for these parts & materials after award of contract.

**(END OF SECTION B)**

## **PART I - SCHEDULE**

### **SECTION C DESCRIPTION/SPECIFICATION/STATEMENT OF WORK**

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

This contract shall provide for the inspection, maintenance, repair, emergency and call-back services for five (5) installed Somat Waste Disposal Systems and one (1) TBJ Downdraft Bedding Dump Station in their entirety. The systems are located in buildings 14A, 14B North, 14C and 14H on the campus of the National Institutes of Health, 9000 Rockville Pike, Bethesda Maryland, 20892. It is the intent of this contract to require the contractor to maintain these systems in optimal operating condition at all times.

#### **C.2 REQUIREMENTS**

##### **C.2.1 CONTRACTORS PERSONNEL**

All work performed under this contract shall be accomplished by skilled specialists, who have previous training in the maintenance requirements and repair procedures of the Somat and TBJ Waste Disposal Systems, or have at least three (3) years of experience servicing SOMAT and /or TBJ waste disposal equipment .

The Contractor shall furnish all the necessary trained / experienced personnel, labor, tools, supplies, materials, parts and equipment required to provide preventive maintenance, inspections, repairs and call-back repair services for each waste disposal unit under this contract. Contractors personnel shall be supervised by the Contractor .

##### **C.2.2 GENERAL**

1. The maintenance, repairs and inspections described herein shall be performed by the Contractor and, unless otherwise stated, applies to all equipment and components comprising a Waste Disposal System. This includes, but is not limited to, motors, pumps conveyers, cutters, cutter blocks, impellers, air pumps, solenoids, motorized valves, screw assemblies, wiring and piping, switches, lenses and controllers. Work performed under this contract shall be such as to properly protect all equipment from deterioration and to provide peak performance of all systems, resulting in a minimum of down time on the units.
2. NIH areas that are required to remain in operation shall not be obstructed by Contractor personnel performing work on these systems. There may be protective clothing requirements for each facility. The Contractor shall be responsible for contacting the building Animal Facility Manager for entry procedures and requirements for each facility.

## PART I - SCHEDULE

**Note:** Protective clothing includes shoe covers, masks, hair bonnets, disposable lab coats or jumpsuits, and all are provided by the Government.

### C.2.3 SCHEDULED INSPECTION, MAINTENANCE AND REPAIR SERVICES

The Contractor shall perform preventive maintenance services to include the following:

- a. Inspect all mechanical, electrical and plumbing components of each waste disposal unit. The term inspection used in this contract means to check and / or test for satisfactory manufacturers recommended operating condition and performance.
- b. Make all adjustments and repairs necessary to keep each waste disposal unit in continuous optimum operating condition.
- c. Operate each waste disposal unit and inspect for proper operation of all components.
- d. Inspect all pulper tanks, seals, O-rings and related equipment on each waste disposal unit for leaks.
- e. Inspect, clean and lubricate all motors, pumps and other moving parts on each waste disposal unit.
- f. Correct any discrepancies, defects found and/or install replacement parts as a result of any of the above inspections.
- g. All parts and labor incurred during the preventive maintenance service shall be included in the contract price with the exception of those listed under major components.

### C.2.4 MONTHLY INSPECTION

The Contractor shall make monthly inspections of each waste disposal system making adjustments and performing maintenance and preventive maintenance in accordance with the manufacturers recommendations contained in the O & M manuals for each system. System inspection/repairs shall be scheduled at least three (3) working days in advance with the Project Officer or his / her alternate.

1. The first preventive maintenance inspection shall be performed within thirty (30) days after the award of this contract. Preventive maintenance inspections shall be performed between 7:00 a.m. and 3:30 p.m., Monday through Friday (excluding Federal holidays). The Contractor shall arrange with the Project Officer or his / her alternate for building access for work after normal business hours. The Contractor shall promptly make all necessary repairs, and/or parts replacement, as a result of these inspections, or any other inspections made by or for the Government. All repairs shall be completed within a twenty-four (24) hour period.

## **PART I - SCHEDULE**

2. The Contractor shall provide a written report to the Project Officer or his / her alternate within five (5) working days of the inspection. This report shall include a detailed description of any problems found, time required to perform the repairs, list of replacement parts and labor, model and serial numbers of the waste disposal unit and location of the unit.

### **C.2.5 NORMAL WEAR AND TEAR**

No charges shall be assessed the Government for any examination, adjustment , repairs or replacements that may occur due to normal wear and tear during the life of the contract. Sixty (60) days prior to the expiration of this contract, a thorough joint inspection (by a Contractor representative and Project Officer) shall be conducted on all equipment to determine its condition and whether it is performing at peak efficiency. Any defects found or replacements required as a result of these inspections shall be corrected by the Contractor at no cost to the Government, prior to the termination of the contract.

### **C.2.6 PARTS AND MATERIALS**

The Contractor shall maintain, or have access to at all times, for 24-hour delivery and installation, all replacement parts and materials for the repair of each entire system. Replacement parts and materials shall be specifically designed for the systems on which they are to be installed. The Contractor shall provide replacement parts from the original manufacturer of the system or from suppliers of such original manufactures parts.

1. Replacement parts and materials furnished under this contract for maintenance services shall be provided at no additional cost to the Government will include, but not be limited to:
  1. Solenoid valves
  2. Associated piping and fittings
  3. Electrical wiring and connections
  4. Impeller blades
  5. Mechanical seals
  6. Spacer rings
  7. Pump housings
  8. Chemical additive pumps
  9. Lid and chute switch
  10. Emergency / Stop operation buttons
  11. Brushes
  12. Screens
  13. Lenses
  14. Controllers
  15. Parts for slurry pumps

## **PART I - SCHEDULE**

2. Replacement of major components, at an additional cost to the Government are:  
Large pumps and motors (Greater than 5 Horse Power)  
Pulp screws

Prior to replacement of any of the above items, the Contractor shall submit a written cost estimate to be approved by the Project Officer, or his / her alternate. Replacement cost shall be billed separately. The price to be paid for the materials for major component repairs shall be on the basis of an established catalog or list price in effect when material is furnished, less all applicable discounts to the Government.

### **C.3 QUALITY ASSURANCE PROVISION**

#### **C.3.1 INSPECTIONS**

The quality of the Contractors work in carrying out the scope of this contract shall be monitored by the Project Officer or his / her alternate through a continuous program of site inspections, work performance and safety inspections. Government personnel may be present at work performance inspections but shall not interfere with the performance of Contractor personnel.

#### **C.3.2 PREVENTATIVE MAINTENANCE PLAN**

Within thirty days of award of contract, the Contractor shall submit to the Project Officer or his / her alternate for approval, a comprehensive maintenance plan / schedule for all equipment covered under this contract. The preventive maintenance plan shall be in accordance with the manufacturer recommendations.

#### **C.3.3 MONTHLY REPORTS**

The Contractor shall submit at the end of each month, a separate report for each system covered under this contract detailing service performed, parts used  
In the event that only routine service and maintenance was performed during the month, with no parts being replaced, a copy of the mechanics work ticket shall be a sufficient report of work performed. Reports shall be delivered to the Project Officer at the address indicated in Section G.6.(1)

Monthly reports are due not later than the third (3rd) day of the succeeding month. Payment shall not be authorized if the preceding months report is not received by the Project Officer.

## **PART I - SCHEDULE**

### **C.4 CALL-BACK AND EMERGENCY SERVICES**

#### **C.4.1 CALL-BACK SERVICES**

In between scheduled inspections, if repairs are needed for the waste disposal units, the contractor shall provide call-back repair services for the equipment listed under this contract. At the time of the contract award, the contractor shall furnish the Government the name(s) and telephone number(s) of a person(s) to call in the event of call-back services being required. Call-back services are those services required during other than the monthly inspection period, which may require parts replacement and/ or troubleshooting to keep a system in operating condition.

1. The Contractor shall begin work within 24 hours (excluding Federal holidays and weekends) of initial notification by the Project Officer or his / her alternate.
2. The Project Officer or his / her alternate shall provide the Contractor with a description of the problem, location of the waste disposal unit, and the type of unit when calling for service.
3. The Contractor shall arrange with the Project Officer or his / her alternate for building access for work after hours.
4. After completion of the repair service, the Contractor shall provide the following documents to NIH personnel as follows:
  - a. A field service report signed by the authorized NIH person (i.e. Animal Facility Manager or other personnel authorized by the Project Officer).
  - b. One (1) copy of the completed form is left with the authorized signing person and one (1) copy is sent to the Project Officer.
  - c. The report form shall contain time and date the call was received by the Contractor, name and phone number of person requesting service, time and date of the repair service started, model number of the waste disposal unit, location of the unit, a brief description of the problem, the corrective action taken and the time and date the service was completed.

#### **C.4.2 EMERGENCY SERVICES**

Emergency services are services requiring immediate Contractor response. The Contractor shall perform these services when so requested by an authorized NIH representative as part of this contract at no additional cost to the Government. An authorized representative for the purposes of this Article Shall be; the Project Officer or alternate, or the affected buildings Animal Facility Manager. The Contractor shall ensure an on-site response within **five (5) hours** of receiving an authorized emergency request

## **PART I - SCHEDULE**

for services. The responding mechanic shall remain on-site until the emergency situation has been resolved and the system is in satisfactory operating condition. The number of such emergency calls cannot be predicted with any degree of accuracy, however, past experience with similar systems would indicate that no more than two (2) to four (4) such calls per system would be required during a twelve (12) month period.

### **C.5 EQUIPMENT AND COMPONENTS REMOVAL FOR REPAIR**

In the event pumps, motors, screw conveyors or other components are required to be sent out for repairs, the Contractor shall obtain prior approval from the Project Officer or his / her alternate. The Project Officer or his / her alternate shall assist the Contractor in obtaining a properly executed Property Pass, Form PHS -2254, or the latest form in effect, prior to removal of any Government-owned equipment from the NIH premises. The Contractor shall be responsible for the return of the equipment to the original location on NIH property.

### **C.6 FACILITY CLASSIFICATION AND ENTRY REQUIREMENTS**

Each animal facility is classified according to the pathogen status of the animals in that facility. The entrance requirements vary from facility to facility. The stricter the entry requirement, the lower the risk of introduction of pathogens to the facility. The contractor shall contact the Animal Facility Manager for entry procedures and requirements for each facility.

Animal facilities are classified as conventional, limited access, specific pathogen free (SPF) or barrier:

Conventional Facility: Animals may be introduced regardless of their pathogen status. These animal facilities are undesirable for housing SPF animals. There may be a requirement for protective clothing in a conventional facility. **Note:** After entering a conventional facility, access is restricted into any SPF facility on the same day unless the individual showers and changes clothing.

Limited Access: Limited access facility has strict clothing and entrance procedures. After entering a limited access facility, access is restricted into SPF facilities on the same day unless the individual showers and changes clothing.

Specific Pathogen Free (SPF): Animals in an SPF facility are free from specific pathogens. After entering either conventional or limited access facilities, access is restricted into all SPF facilities on the same day unless the individual showers and changes clothing.

**Note:** Protective clothing includes shoe covers, masks, hair bonnets, disposable lab coat and jumpsuit, and are provided by the Government.

**PART I - SCHEDULE**

**C.7 CONTRACTOR CALL-IN LIST**

The contractor shall provide in the spaces below, the names and phone numbers of his personnel to be called in various repair situations. The personnel listed shall be reachable by phone twenty-four hours a day.

	<u>NAME</u>	<u>Phone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**PART I – SCHEDULE**

**PART I – SCHEDULE**

**SECTION D  
PACKAGING AND MARKING**

**D.1 MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number, Record of Call, and/or the Task Order Number.

**D.2 PAYMENT OF POSTAGE AND FEES**

All costs incurred by the contractor for postage and fees required for performance of this contract shall be paid by the contractor.

## PART I – SCHEDULE

### SECTION E INSPECTION AND ACCEPTANCE

#### E.1 FAR 52.252-2

Clauses Incorporated by Reference (FEB 1998): This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### FAR SUPPLEMENT CLAUSES/PROVISIONS

#### E-2 52.246-4 Inspection of Services--Fixed-Price Inspection of Services--Fixed-Price (Aug 1996)

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

## **PART I – SCHEDULE**

- (2) Terminate the contract for default.  
(End of clause)

### **E.3 INSPECTION AND ACCEPTANCE**

The office designated as having responsibility for the inspection and acceptance of the services provided under the project is the Office of Resources Management, Division of Engineering Services, The National Institutes of Health, Bethesda, Maryland. The final acceptance letter which will be prepared by that office upon completion/acceptance of the project, will be signed by the Contracting Officer.

## **PART I - SCHEDULE**

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

This contract is for a base year and 4 one-year options to run consecutively. The period of performance for the base year is 365 calendar days from the date of award. The Option years, if exercised, will be 365 calendar days from the date it is awarded. The actual period of performance may extend beyond the base contract and/or option expiration date but not to exceed a 6 month maximum. Tasks orders issue under this contract may be signed by the Contracting Officer at any time during the contract period, provided that the aggregate price has not exceeded the total contract amount for the awarded period of performance.

#### **PLACE OF DELIVERY**

The products and services required under this contract shall be completed and delivered in accordance with the delivery dates and locations.

#### **F.1 FAR 52.211-11 LIQUIDATED DAMAGES - Supplies, Services, or Research & Dev (SEP 2000)**

- a) If the Contractor fails to complete the work within the time specified (starting from date of notice to proceed), or any extension, the Contractor shall pay to the Government as liquidated damages the maximum of (amount specified in each individual order) however, an amount not to exceed 10% of FFP requirements or actual delay costs, whichever is greater, prorated at 1/30th of the amount for each day's delay.
- a) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- b) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

#### **F.2 FAR 52.252-2 Clauses Incorporated by Reference (FEB 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.

FAR 52.242-15	Stop Work Order (AUG 1989)
FAR 52.246-2	Inspection of supplies (FFP) (AUG 1996)
FAR 52.246-4	Inspection of Services (FFP) (AUG 1996)
FAR 52.246-6	FOB Destination, within Consignee's Premises (APRIL 1984)
FAR 52.246-16	Responsibility for Supplies (FP)(APR 1984)

## **PART I - SCHEDULE**

### **F.3 REPORTS, DELIVERABLES**

All deliverables cited in C.3.3 shall be as specified.

(End of clause)

### **F.4 SERVICE PROJECT SCHEDULE**

Upon receipt of a Record of Call, the Contractor shall submit a proposed work schedule for review and approval by the Project Officer. The work schedule shall be approved in writing by the Project Officer before any site work is started, this does not include emergency services. The schedule shall be prepared in bar graph form following the outline of the component divisions and subsections of the project specifications. The project schedule shall be prepared in sufficient size and detail to clearly indicate:

- (1) The proposed sequence of work including required phasing of the work and submissions of shop drawings, samples, and other submittal information. This should include projected submittal approval dates and material delivery dates.
- (2) Percentages of the work in each category which is scheduled to be completed on a weekly basis. An updated project schedule shall be submitted each month as the work proceeds, with the request for partial payment where applicable. Updates shall reflect the expected and actual impact of changes in the work and/or delays, and the actual status of the work vs. the projected status. The updated schedule shall also reflect the changes in the future portion of the schedule necessary to finish the project within the contract completion time.

## PART I – SCHEDULE

### SECTION G CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

#### G.1. PROJECT OFFICER

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

**Margaret Novicky**

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

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

The Government may unilaterally change its Project Officer designation.

#### G.2. TECHNICAL DIRECTION

Performance of the work under this contract shall be subject to the technical direction of the Project Officer. The term "technical direction" is defined to include without limitation, the following:

- (a) Directions to the contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statements of work.
- (b) Provision of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (c) Review and, where required by contract, approval of technical reports, drawings, specifications or technical information to be delivered by the contractor to the Government under the contract.

## **PART I – SCHEDULE**

Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to, and may not, issue any technical direction which: (1) constitutes the assignment of any additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled, "Changes"; (3) in any manner causes an increase or decrease in the total estimated contract cost, fixed fee or time required for the contract performance or (4) changes any of the expressed terms, conditions or specifications of the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within 5 working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (1) through (4) above, the contractor shall not proceed, but shall notify the Contracting Officer, in writing, within 5 working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor, in writing, that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause of the contract. The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled, "Disputes."

### **G.3. KEY PERSONNEL**

The personnel specified in this contract are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this article. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The following position is considered to be essential to the work being performed hereunder:

#### **Equipment Technician**

- a) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and

## **PART I – SCHEDULE**

provide the information required by paragraph (d) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

### **G.4 . METHOD OF ORDERING**

The Consignees/Ordering Officials shall sign all orders (including written confirmation of oral/telephonic orders) involving request for supplies under this contract. Each delivery shall be accompanied by a packing slip.

The authorized designees are:

The following contractor representative(s) is/are authorized to receive and accept orders placed by telephone:

Name(s):

Telephone:

### **G.5 . INDEFINITE DELIVERY CONTRACT PAYMENT METHOD**

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- a. A Record of Call Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless a proper Record of Call Number is issued.
- b. Invoices shall be submitted monthly to the address indicated in Section G.5 . INVOICE INSTRUCTIONS of this contract. Invoices shall cite the Contract Number and the Record of Call Number for each delivery order for which payment is being requested. See Section G.5 . INVOICE INSTRUCTIONS for more information about submission of a proper invoice.

To record and receive the Record of Call, the Consignees/Ordering Officials as designated in SECTION G. 4. METHOD OF ORDERING, shall comply with the following procedure.

## **PART I – SCHEDULE**

The Record of Call shall be entered into the Delegated Procurement System (DELPRO) at the time the order is placed. As deliveries are made, the receiving information shall be entered into the DELPRO system.

### **G.6 . INVOICE SUBMISSION**

Invoice Instruction for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The invoice instructions and the following directions for the submission of invoices must be followed to meet the requirements of a “proper” invoice, pursuant to FAR 52.213-2.

- (1) Invoices shall be submitted as follows:

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

National Institutes of Health  
Accounts Payable Section, OFM  
Bldg. 31, Room B1B39  
31 Center Drive MSC 2045  
BETHESDA MD 20892- 2045

One copy to:

Project Officer  
National Institutes of Health  
Bldg. 13, Room 1S07  
9000 Rockville Pike MSC 5705  
BETHESDA MD 20892-5705

And one copy to:

The alternate Project Officer (there will be an alternate Project Officer for each Line Item in Section B. The alternate Project Officers will be specified at time of award.

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-6088.

### **G.7. GOVERNMENT PROPERTY**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this SECTION will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990).

In addition to the requirements of the clause, FAR 52.245-2"GOVERNMENT PROPERTY" (Fixed Price Contracts) (DEC 1989) incorporated in Section I of this contract, the Contractor shall comply with the provisions of DHHS Publication,

## **PART I – SCHEDULE**

Contractor's Guide for control of Government Property, (1990), which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations, inventory, and reporting requirements under the contract. A copy of this publication is available upon request to the Contract Property Administrator.

This contract's Contract Property Administrator is: Michael Zindell, tel. 301/496-6468.

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

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

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

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

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H.1 WAGE RATES

The attached wage determination from the Secretary of Labor shall be implemented in accordance with the statutes for labor standards requirements for contracts over \$2,500 involving Services (FAR SUBPART 22.10). (Wage rates determination number: 1994-2104 - Date of last revision 05/31/01.)

Any wage rate modifications published in the Federal Register prior to award shall be effective with respect to that contract unless an extension of the 90 days period has been granted by the Administrator, Wage and Hour Division, Department of Labor.

#### H.2 INSURANCE

A. The Contractor shall, at his own expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and amounts set forth below:

1. Worker's Compensation and Employer's Liability:

Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

2. General Liability:

Contractors are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

3. Automobile Liability:

The Contractor is required to have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

B. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required by the Schedule, and providing for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

## PART I - SCHEDULE

- C. The Contractor shall also require all first-tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required by the Schedule during the entire period of their performance. The Contractor shall furnish (or assure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of paragraph 2 above for each first-tier subcontractor, at least five days prior to their entry of personnel to the Government installation.
- D. Current certificates of insurance shall be furnished by the Contractor and first tier subcontractor(s) to the Contracting Officer before starting work under the contract.

### H.3 PROJECT OFFICER

The following Project Officer will represent the Government as the Project Officer of Record: Margaret Novicky. However, other Project Officers will be assign to each task order to manage that particular project.

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 scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this agreement; and (5) assisting the contractor in the resolution of technical problems encountered during performance. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

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

Only the Contracting Officer has authority to: (1) increase or decrease the contract amount; (2) direct or negotiate any changes (FAR 52.243-4); (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this contract; or (6) otherwise modify any terms or conditions of this contract.

### H.4 GENERAL CONDITIONS

Where the Term "NIH Reservation" appears herein, it shall be defined as also including all "off reservation" facilities.

1. Use of Premises

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### A. General

- (1) Contractors (including subcontractors), their officials, employees and all other persons visiting or conducting business on the NIH Reservation, Bldg 10., and future work sites pertaining to NIH facilities in connection with contract work shall conform to these requirements.

The Prime Contractor shall be responsible for the enforcement of these requirements by his subcontractors.

- (2) Before work is started, the Contractor shall furnish to the NIH Project Officer the name of principal responsible official for the contract plus at least one alternate, with their home addresses and phone numbers, who may be contacted in case of emergencies occurring outside the regular hours of work. Similar information shall be furnished concerning all subcontractors.
- (3) The Project Officer shall act as the liaison between the Contractor and NIH activities to provide or obtain:
- a. Truck routes for delivery of supplies and equipment.
  - b. Storage areas for Contractor's materials and equipment (generally limited to the Contractor's site).
  - c. Parking areas for Contractor's trucks, cranes, etc., and personal vehicles of Contractor's employees, within limits of space available.
  - d. Approvals, clearances, permits, and inspections by NIH activities.
  - e. Notification to affected NIH activities regarding interruptions of service and blasting operations.
  - f. Compliance of the Contractor with the general and specific requirements listed herein.
  - g. All Contractor Employees are required to wear visible I.D. Badges.
- (4) Contractors shall comply with all orders and directions of uniformed NIH Police and Firemen or local jurisdiction for off "reservation" projects.

### B. Hours of Work

The Contractor will be permitted to work on the job at the NIH Reservation during regular hours, in accordance with Section C.2.4 and C.4.1, Monday through Friday, except for the following holidays (some are observed on preceding Friday or following Monday when they occur on Saturday or Sunday):

New Years Day .....	Columbus Day
Martin Luther King's Birthday.....	Veterans' Day
Presidents Day .....	Thanksgiving Day
Memorial Day .....	Christmas Day
Independence Day.....	Inauguration Day
Labor Day	

## PART I - SCHEDULE

Work at any other time including holidays must be scheduled and requested fifteen (15) calendar days in advance for approval, approved in writing by the Project Officer and the schedule delivered to the NIH Special Police prior to start of work. Tie-ins to existing utilities and services shall be performed during normal working hours.

### C. Utility Shutdowns

- 1) All outages or modifications to the Fire Protection Systems must be scheduled and approved by the Contracting Officer or his/her representative(s).
- 2) Contractors shall not cut, disconnect, switch, open, or alter position of valves, or otherwise interrupt any utility systems, piping systems, electric services, etc. without prior approval of the Project Officer. Shutdown of any utility service which will affect service to any areas other than those in the contract area, must be requested in writing a minimum of fifteen (15) working days in advance, and required written confirmation/approval prior to service interruption. This work shall be accomplished outside normal NIH working hours.

### D. Use of Government Building Facilities

Building freight elevators may be used by the Contractor to transport materials only at times when such use does not interfere with normal NIH operations. Elevator use shall be arranged through the Project Officer. The Contractor is responsible for protecting elevator cab interiors from damage. NIH toilet facilities may, in general, be used. However, this privilege will be withdrawn if abused by Contractor personnel.

### E. Material Delivery, Storage Areas, and Debris Removal

- 1) Material Delivery. Contractors shall arrange for the deliveries of supplies or material and equipment to the work site or designated storage areas via previously approved routes. Wherever practicable, deliveries shall be made during the regular NIH working hours and only when the Contractor's Representative is available to receive them. If a Contractor's Representative cannot be located, the NIH Police Force has standing instructions not to allow the material to be unloaded at the job site. When deliveries are to be made outside normal NIH work hours, they must be scheduled for a pre-designated time in advance through the Project Officer so that NIH Police can arrange to open (and secure) doors to the building and area. This requirement is necessary to maintain building security.

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- 2) Storage of Materials. There is no space available in NIH buildings for the storage of materials and equipment. The Contractor shall be responsible for storing all of the long lead time materials and equipment off the site, and at his expense, during the material and equipment assembly period, and as required by the limitations of his contract area, after on site construction begins. Corridors and other public areas must be kept clear at all times. Materials stored at locations not authorized by the Project Officer are subject to being hauled away by the Government or having the Contractor's progress payments delayed.
- 3) Debris Removal. Removed materials, which are designated in the specifications or drawings as contractor's property, or debris shall be promptly removed from the job site and the NIH Reservation. Storage and/or collection of debris inside or outside buildings will not be permitted. Contractors shall remove all debris and other material from the job site and Reservation with their own carts, containers, and/or refuse disposal facilities. Government facilities may not be used for this purpose. All interior areas of existing buildings shall be left clean on a daily basis. When debris must be removed from buildings outside normal NIH work hours, it must be scheduled for a designated time in advance (the same as for material deliveries).
- 4) Combustible debris and trash must be removed from the work site daily. DO NOT OVERFILL THE DUMPSTERS, for assistance , consult the Project Officer.
- 5) No corridor or stairwell can be locked, blocked closed, or used for storage without the written permission of the Project Officer.
- 6) Keep passage through all corridors clear and without obstructions at all times. Do not block the emergency egress with supplies, equipment or debris. Written permission must be obtained from the Project Officer for temporary storage of supplies.

### F. Fire Prevention

- 1) Contractors shall instruct their employees to immediately report any fire to the NIH Fire Department, (dial 911 if the phone is on an NIH exchange or 496-9913 if the phone is not on an NIH exchange) even if the fire has been extinguished. In addition, the NIH Fire Department shall be immediately notified of any hazardous material spill, ambulance or rescue emergency.
- 2) Contractors are responsible for promptly replacing/recharging any self-owned fire extinguisher that has been discharged. If the fire extinguisher is NIH owned, the NIH Fire Department shall be

## PART I - SCHEDULE

promptly notified for a replacement (dial 496-2372). Portable NIH-owned fire protection equipment shall not be moved unless approved by the NIH Fire Department.

- 3) All company trailers shall not be moved into place or erected on the NIH reservation without prior approval by the NIH Fire Prevention Section as to location, type and method of heating and lighting. They must be located within the Contractor's assigned area and are generally restricted to large projects. All temporary service trailers shall be separated from adjoining structures by a minimum of 40 feet. In cases where this separation distance is not feasible, additional fire protection features will be required dependent on the maximum separation distance which can be attained. The Fire Prevention section, EMB, DS shall be consulted to determine the additional fire protection features which must be incorporated.
- 4) The installation of aboveground or underground tanks for fueling the Contractor's equipment must be approved by the NIH Fire Prevention Section.
- 5) Contractors shall not use water from fire hydrants or standpipe risers without prior approval from the NIH Fire Department. In the event of actual emergencies, the fire department may discontinue the use of water from fire hydrants and or standpipe risers without advance notice.
- 6) Water pressure surges frequently trip sprinkler system water flow alarms and electric power switching surges can affect fire alarm systems. Therefore, contractors shall not open or close valves to new water lines or switch large electric loads on or off without notifying the NIH, Office of Resource Management Branch Project Officer and the NIH Fire Department.
- 7) The Contractor shall obtain a Hazardous Work Permit from the NIH Fire Department for any work involving heating, soldering, brazing, gas or electric welding, flame-cutting, tar kettles, salamanders, or other flame or heat-producing devices, both inside and outside buildings. The permit shall be conspicuously posted at the work site at all times. An NIH Hazardous Work "BURN" Permit - (DS FORM 497/4/86) shall be obtained from the FIRE DEPARTMENT (496-2372) prior to welding, cutting, or use of open flame. Consult the Project Officer.
- 8) The Contractor shall provide fire extinguishers, fire blankets and fire watch personnel as required by the Hazardous Work Permit.

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- 9) Accumulation of combustible waste material and rubbish is prohibited. Such trash shall be removed promptly from the construction site by the Contractor on a daily basis. Burning of waste material and rubbish is not permitted on the NIH reservation.
- 10) The bulk storage of combustible and flammable building materials in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Good housekeeping shall be maintained and means of egress shall be kept clear at all times.
- 11) The nightly storage of oil painting materials and supplies in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Such materials shall be kept in locked and ventilated rooms or removed from the building each night.
- 12) The use of equipment fueled by petroleum products such as gasoline and fuel oil, etc. is prohibited in all NIH buildings. The use of propane operated equipment will be approved by the NIH Fire Prevention Section on a case by case basis. If approved, the storage of a flammable liquid in a building will be limited to the fuel tank capacity of such equipment.
- 13) All material used for the erection of temporary dust barriers shall consist of only noncombustible or fire retardant materials. All polyethylene plastic sheeting used for asbestos abatement projects shall be fire retardant treated.
- 14) In the event of an emergency in a construction site that has been secured with a lock and chain, the NIH Fire Department will cut the chain to make entry. If warranted the contractor can obtain a new chain from the NIH Division of Security Operations (Locksmith Shop, Phone 496-3507).
- 15) The Contractor shall provide the NIH Fire Department a call back list of home phone numbers of Contractor representatives to reach in the event of an emergency during off-hours.
- 16) Maintain a Material Safety Data Sheet binder. The binder shall include all hazardous materials used on the construction site and shall be clearly identified, and easily accessible to the fire department after work hours. The NIH Fire Department shall be notified in writing of the binder location.
- 17) Any request for a roadway closing (10 days notice required) shall be prearranged. The standard form for the temporary use of a NIH roadway shall be completed by the Contractor. (Forms shall be obtained from the Project Officer.) Approval shall be obtained

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from the NIH Project Officer, NIH Fire Department, NIH Police, and Parking and Traffic Control Specialist before any roadway is closed.

- 18) All required standpipe systems and sprinkler systems shall be maintained in conformity with the progress of building activity in such a manner that they are always in working order. The NIH Fire Department shall be notified before any fire protection system is shutdown.
- 19) The system shall be either temporary or permanent in nature, and shall be installed in accordance with NFPA 14 and approved by the NIH Fire Prevention Section. Temporary standpipes shall remain in service until the permanent standpipe installation is complete.
- 20) For work within the Clinical Center no window can be opened without the written permission of the Project Officer. The building complex is under negative pressure and incoming air will spread odors or smoke to other occupied areas.
- 21) Penetrations in fire and smoke walls must be properly sealed at the end of each work shift.
- 22) Use of all flammable, oxidizing, or irritating adhesives, cleaners, paints, coverings and compressed gases is restricted. An approved chemical safety site plan must be obtained from the Occupational Safety & Health Branch, Division of Safety (496-2346) prior to the use of the materials. Consult the Project Officer.

### G. Security

- 1) Contractors shall be responsible for security of their property and material from theft and vandalism.
- 2) The Government does not accept responsibility for loss or damage to any property or work it has not accepted.
- 3) Contractor's personnel authorized to enter NIH buildings and the National Library of Medicine (excluding Building 10, Clinical Center) between 6:00 p.m. and 7:00 a.m. on weekdays, or any hour on Saturdays, Sundays, or holidays, shall enter and leave by the main entrance of that building and shall sign and enter the time in the official building log, except as may be otherwise arranged/ authorized by the Security Management Branch.
- 4) Contractors shall be responsible for excluding all but authorized persons from their work sites.

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- 5) Contractors and their employees shall immediately report any known violations of law or regulations, or the discovery of unaccountable property, either private or Government-owned, to the Project Officer.
- 6) Conduct on Federal Property: Contractors are advised that operating a motor vehicle when entering upon or while on NIH property by a person under the influence of alcoholic beverages, narcotic drugs, including hallucinogens, marijuana, barbiturates or amphetamines, is prohibited. Entering upon the property, or while on the property, under the influence of, or using, or possessing any narcotic drug is prohibited. Such prohibition shall not apply in cases where the drug has been prescribed by a physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use or possession of alcoholic beverages on NIH property is prohibited unless, upon occasions and at specific locations which the Director, NIH, or his delegated official has for appropriate official uses, granted an exemption in writing.
- 7) Equipment and repair supplies are the responsibility of the worker. Equipment and supplies cannot be left unattended, even temporarily, in any occupied patient care area.

### H. Motor Vehicles and Parking Regulations

- 1) All persons driving motor vehicles on the NIH Reservation in connection with contractor business, including the driving of employees' personal vehicles, shall abide by the Conduct of Persons and Traffic on Certain Federal Enclaves, dated July 21, 1980, as a condition of being permitted to enter the Reservation and as part of the contract.
- 2) Parking Policy for Service Personnel and Miscellaneous Contract Employees at the National Institutes of Health (NIH) Bethesda, Maryland Campus

The purpose of this clause is to establish clear directives for parking of Service/contract service vehicles and their personnel. Service/Contract service categories have been established to identify policies specific to individual user groups.

#### Category 1 - General Labor

All Category 1 parking will be located off-site

The NIH shall require that contractors for projects in excess of \$10 million (Service contract award

## PART I - SCHEDULE

amount) provide off-site parking and shuttle service for their workers for the duration of their project. This cost shall be borne by the contractor.

The NIH will make available off-site satellite lots and shuttle service to contractors for projects less than \$10 million (Service contract award amount) within limits of space availability. Currently, 150 spaces are available at Pooks Hill Marriott. Such space will be provided on a first come, first serve basis. Shuttle services will be provided between the hours of 5:45 a.m. and 7:00 p.m.

Service workers are strictly prohibited from parking their personal vehicles on the NIH campus *including* visitor parking areas between the hours of 7:00 a.m. and 7:00 p.m. Construction workers may park in the general employee parking: i) outside this time period, ii) during federal holidays, and iii) on weekends.

### *Category 2 - Specialty Contractors (effective October 1, 1997)*

Includes smaller job contractors who work out of their vehicles for projects of short duration and no staging area is provided. (This would include elevator contractors, plumbing contractors, etc.)

Specialty contractors shall use paid visitor lots. This cost shall be borne by the contractor.

When it is *essential* that the specialty contractor's vehicle be in close proximity to the work area, the contractor may request special exception through the Project Officer. The Project Officer will notify the Division of Public Safety for specific instructions.

### *Category 3 - Contractors with Approved Staging Areas*

Includes contractors with approved staging areas. This would include general contractors as well as their subcontractors.

Properly marked company vehicles and equipment required in the performance of their project shall be permitted to park within their approved staging

## PART I - SCHEDULE

areas. Personal vehicles are prohibited from parking within the staging areas.

### *Category 4 - Full Time Service Consultants for Design Activity*

Properly marked company vehicles required as part of their work shall be permitted to park within their approved staging areas. Personal vehicles are prohibited from parking within the staging areas.

Personnel in a continuing role on project sites may be provided parking permits in accordance with NIH parking policies by request through their Project Officer.

Off-site consultant personnel shall use paid visitor parking areas.

- 3) When contractor trucks are to be parked adjacent to a building for loading or unloading materials for a period longer than just a routine delivery, approval must be obtained from the Project Officer who will notify the NIH Police Section. During the course of a job, as space needed for truck parking changes, the Contractor shall inform the Project Officer who will clear the need through the NIH Police Section.
- 4) Contractors and subcontractors shall use only truck routes designated by the Project Officer for deliveries of material and other contract operations. Designation of truck routes shall be requested and approved before the start of construction. Contractors shall be responsible for notifying all suppliers to make deliveries via the designated routes.
- 5) Vehicles operated over station roads in connection with contract work shall be loaded so as to minimize spillage of dirt, gravel, and other debris. The Contractor shall remove inadvertent spillage of nails, construction materials, scrap, etc., immediately. Dirt and gravel spillages or accumulations shall be removed as soon as practicable and as satisfactory to the Project Officer, but in every case it shall be removed no later than the end of each workday.
- 6) The driver of any vehicle involved in an accident on the NIH Reservation or other NIH facilities shall stop and render aid as required. The accident shall be reported as soon as possible in person or by telephone to the NIH Police Section. Drivers of the vehicles involved shall remain until released, and shall furnish such reports of the accident as required.

## PART I - SCHEDULE

- 7) When closing of roads or lots is necessary for a contractor to perform work, notify the Project Officer at least ten working days in advance, so that the action may be cleared through the NIH Police Section. Once approval is granted, contractors shall provide their own barricades and cones and block off the area themselves.

### I. Grounds, Roads, and Walkways

- 1) Contractors shall perform their work in such a manner as to cause minimum damage to roads, walkways, and plantings, including lawns, shrubs, and trees. Any damaged items not specifically designated in the contract specifications for demolition, removal or alteration shall be restored to original condition or replaced, as satisfactory to the Project Officer. Ground areas disturbed during construction shall be landscaped and planted to original condition as promptly as possible. During the progress of the contract the Contractor shall, within the construction area, protect and maintain all plant material including lawns and temporary ground cover by mowing, spraying, watering, etc., sufficient to provide a level of maintenance conforming to that of other areas of the Reservation, and at no time shall weeds or undesirable grasses be allowed to seed.
- 2) Contractors shall not create obstruction to the flow of traffic on NIH roadways, including temporary reductions in horizontal or vertical clearances, except in accordance with schedules and by such means satisfactory to the Project Officer.

### J. Sanitation

- 1) Contractor's food service facilities must meet all local food service ordinances and be approved by the NIH Sanitarian before operating. The facilities must be open for inspection by the NIH Sanitarian at all times. The Contractor shall arrange for approval through the Project Officer.
- 2) Contractors shall maintain their working areas free from food debris and wrappers. Contractors shall provide covered trash containers in the number and type approved by the NIH Sanitarian, and shall be responsible for the sanitary collection and prompt removal of trash in these containers from the NIH grounds.
- 3) All temporary toilets used by the Contractor must be approved as to number, location, and construction by the NIH Sanitarian. The Contractor will make arrangements to secure this approval with the Project Officer.

## PART I - SCHEDULE

- 4) The NIH Sanitarian will periodically inspect the site for the presence of insects and rodents. If a significant problem related to contractor activities is found, NIH authorities will institute action to eradicate the infestation, back charging the Contractor for this service.

### K. Protection

- 1) When the nature of work prevents the isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as posting signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.
- 2) When work is performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exist, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- 3) Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

### L. Hazardous Materials/Environmental Protection

- 1) For definition of Hazardous Material refer to hazardous materials/substances included in subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed on-fireproofing, boiler lagging, and pipe covering.
- 2) The contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he or she encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or the material is found hazardous and additional protective measures are needed, a contract change may be required subject to the "Differing Site Conditions" clause (FAR 52.236-2) incorporated by reference under Article G of the clauses of the Construction Contract.

## PART I - SCHEDULE

- 3) Special facilities, devices, equipment, clothing, and similar items used by the contractor in the execution of the work shall comply with the applicable regulations.
- 4) If hazardous materials are disposed of off site, submit copies of permits from applicable, Federal, State, or municipal authorities.
- 5) The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to health and safety of personnel during execution of work, and shall hold the Government harmless for any action on his/her part or that of his/her employees or subcontractors which results in illness, injury or death.
- 6) The contractor shall comply with all Federal, State and Local Laws and Regulations pertaining to Environmental compliance together with all provisions listed in the Statement of work.
- 7) Other Laws and Regulations: Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and Local Laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous waste, pollution prevention, and environmental hazardous materials.

### H.5 PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Not Applicable

### H.6 SAFETY AND HEALTH

Contractors shall be required to comply with the regulations issued by the Secretary of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926)(PHSAR 352.223-71, APR 1984).

## **PART I - SCHEDULE**

### **H.7 REPORTING MATTERS INVOLVING FRAUD, WASTE, AND ABUSE**

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

### **H.8 PRESS RELEASES**

Pursuant to Section 508 of Public Law 105-78, 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.

### **H.9 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:  
Year 2000 Compliance

The contractor agrees that each item of hardware, software and firmware provided and installed under this contract, shall be able to accurately process, calculate, and compare date sensitive data to permit Micro-processors or embedded chips in buildings and facility systems to sequence from and into Year 1999 and Year 2000, between the twentieth and twenty-first centuries, and leap years without impacting operations. The building and facility systems include, but are not limited to, environmental and climate control systems, electrical distribution and lighting systems, building automation systems, energy management and control systems, Fire Protection Systems, security systems, transportation systems, un-

## **PART I - SCHEDULE**

interruptible power supply, and emergency generator systems. The contractor shall provide written certification that all equipment and systems provided and installed under this contract have been tested and meet the above Year 2000 Compliance requirements.

(End of clause)

## PART II - CONTRACT CLAUSE

### SECTION I CONTRACT CLAUSES

#### I.1 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract notice to proceed date through contract completion date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### I.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum Order - When the Government requires supplies or services covered by this contract in an amount of less than \$100 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order - The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of the amount cited in the line item.
  - (2) Any order for a combination of items in excess of the amounts cited in the line items; or
  - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph b(1) or (2) above.
- (c) If this is a requirements contract i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## PART II - CONTRACT CLAUSE

(End of clause)

### I.3 52.216-20 DEFINITE QUANTITY (Oct 1995)

- (a) This is an definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.
- (b) The Government shall order the quantity of supplies or services specified in the Schedule, and the contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule
- (c) Except for any limitations on quantities in the Task Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion and final payment of all Records of Call.

(End of clause)

### I.4 Far 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- A) The Government may extend the term of this contract 365 calendar days by written notice to the Contractor within the period of this contract days provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension
- (B) If the Government exercises this option, the extended contract shall be considered to include the option clause.
- (C) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 99)

## PART II - CONTRACT CLAUSE

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

### I.6 52.225-1 BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM-SUPPLIES (Feb 2002)

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

- (1) An un-manufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

## PART II - CONTRACT CLAUSE

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

(End of clause)

(c) *Request for determination.*

(1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic service materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(I) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph c of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

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

### I.7 SERVICE CONTRACT ACT OF 1965, as Amended

This contract is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made part of this contract. All clauses incorporated by reference have the same force and effect as if they were full text.

Upon request, the Contracting Officer will make their full text available.

a. FAR Clause 52.222-41, Service Contract Act of 1965, as amended (MAY 1989).

b. FAR Clause 52.222.42, Statement of Equivalent Rates for Federal hires (MAY 1989)

## PART II - CONTRACT CLAUSE

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

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

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefit</u>
<u>Equipment Mechanic</u>	<u>WG12 \$19.03/Hr.</u>
<u>Machinery Maintenance Mechanic</u>	<u>WG13 \$20.51/Hr.</u>
<u>Electrician Maintenance.....</u>	<u>WG14 \$21.14/Hr.</u>
<u>Pipefitter, Maintenance</u>	<u>WG11 \$18.39/Hr.</u>
<u>Instrument Mechanic</u>	<u>WG12 \$19.03/Hr.</u>

(End of Clause)

c. FAR Clause 52.222-43, Fair labor Standards Act and service contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

I.8 FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (May 1999)

(a) *Method of Payment*

- 1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- 2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either
  - I. Accept payment by check or some other mutually agreeable method of payment; or
  - II. Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory Submission of Contractor's EFT Information*

- 1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by *[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or “concurrent with first request” as prescribed by the head of the agency; if not prescribed, insert “no later than 15 days prior to submission of the first request*

## PART II - CONTRACT CLAUSE

*for payment”].* If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor’s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- 2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

### (c) Mechanisms for EFT Payment

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

### (d) Suspension of Payment

- 1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- 2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

### (e) Liability for Uncompleted or Erroneous Transfers

- 1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for –
  - i. Making a correct payment;

## PART II - CONTRACT CLAUSE

- ii. Paying any prompt payment penalty due; and
  - iii. Recovering any erroneously directed funds.
- 2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –

I If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

II If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) *EFT and Prompt Payment*

A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and Assignment of Claims*

If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for Change of EFT Information by Financial Agent*

The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment Information*

## PART II - CONTRACT CLAUSE

The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

### (j) *EFT Information*

The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph c of this clause.

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

(End of Clause)

### I.9 FAR 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

## PART II - CONTRACT CLAUSE

(End of clause)

### I.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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.

(End of clause)

#### (a) FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

<u>FAR</u> <u>CLAUSE NO</u>	<u>CLAUSE TITLE AND DATE</u>
52.202-01	DEFINITIONS (OCT 1995), ALTERNATE I (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEE (APR 1984)
52.203-06	RESTRICTIONS TO SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION 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 PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OVER \$100,000)( OCT 2000)

## PART II - CONTRACT CLAUSE

52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (JUL 1996)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-41	SERVICE CONTRACT ACT OF 1965 (MAY 1989)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 1998)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-01	BUY AMERICAN ACT - BALANCE OF PAYMENTS - SUPPLIES (FEB 2000)
52.225.13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.228-05	INSURANCE-WORK-ON-AGOVERNMENT INSTALLATION (JAN 1997)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	TAXES CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-01	PAYMENTS (APR 1984)
52.232-08	DISCOUNT FOR PROMPT PAYMENT (MAY 1997)
52.232-09	LIMITATION ON WITHOLDING PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (DEC 1998)
52.233-03	PROTEST AFTER AWARD (Aug 1996)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS EQUIPMENT, AND VEGETATION (MAY 1984)
52.237-03	CONTINUITY OF SERVICES (JAN 1991)

## PART II - CONTRACT CLAUSE

52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES – FIXED-PRICE (AUG 1987) ALTERNATE I (APR 1984)
52.244-02	SUBCONTRACTS (AUG 1998)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(APR 1984)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

(b) DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION  
REGULATION (HHSAR)

HHSAR

CLAUSE NO

TITLE AND DATE

352.202-01	DEFINITIONS (JAN 2001)
352.223-70	SAFETY AND HEALTH (JAN 2001)
352.232-09	WITHHOLDING OF CONTRACT PAYMENTS (APR 1984)
352.233-70	LITIGATION AND CLAIMS (APR 1984)
352.270-04	PRICING OF ADJUSTMENTS (JAN 2001)
352.270-06	PUBLICATION AND PUBLICITY (JUL 1991)
352.270-07	PAPERWORK REDUCTION ACT (JAN 2001)

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

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

1. Invoice Instructions for NIH Fixed-Price contracts, NIH(RC)-2, May/97, 2 pages.
2. List of NIH Equipment covered by this contract, 1 page
3. NIH Map, 1 page.
4. Disclosure of Lobbying Activities (SFLLL.FP3 & SFLLLA.FP3).
5. Wage Rate Determination (WD No. 94-2104, Rev 24), 10 pages as amended on 05/31/2001. (Prevailing wage rates can be obtain upon request.)
6. Past Performance Questionnaire, OMB Clearance No. 9000-0142, 5 pages

#### Footnotes:

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

**Invoice Instructions for NIH-Fixed Price Contracts:**

NIH(RC)-2(a)

REV. 5/97 INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS

General The contractor shall submit vouchers or invoices as prescribed herein.

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 the payee's letterhead or self-designed form should be used to submit claims for reimbursement.

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

Frequency Invoices submitted in accordance with the Payment Clause shall be submitted upon delivery of goods or services unless otherwise authorized by the contracting officer.

Preparation and Itemization of the Invoice The invoice shall be prepared in ink or typewriter as follows:

- (a) Designated Billing Office and address
- (b) Invoice Number
- (c) Date of Invoice
- (d) Contract number and date
- (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) Description of goods or services, quantity, unit price, (where appropriate), and total amount.
- (g) Charges for freight or express shipments other than F.O.B. destination. (If shipped by freight or express and charges are more than \$25, attach prepaid bill.)
- (h) Equipment If there is a contract clause authorizing the purchase of any item of equipment, the final invoice must contain a statement indicating that no item of equipment was purchased or include a completed form HHS-565, Report of Capitalized Nonexpendable Equipment.

Currency All NIH contracts are expressed in United States dollars. Where 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

Attachment - 1

be a basis of gain or loss to the contactor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Attachment 2

**List of NIH Equipments**

Building 14C

Somat = Model # SP-75S

Serial # 6852-1

TBJ = Model AL-75-P

Serial # 070107

Building 14B North

Somat = Model #SP-75S

Serial # 7485-1

Building 14H

Somat #1= Model #SP-75S

Serial # Unreadable

Somat #2= Model #SP-75S

Serial # 7048-1

Building 14A

Somat = Model #SP-75S

Serial # 7048-9



**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 (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2104  
Revision No.: 17  
Date of Last Revision: 05/30/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince  
William, Stafford

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57

Secretary V	22.79
Service Order Dispatcher	12.76
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47

**Automatic Data Processing Occupations**

Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21

**Automotive Service Occupations**

Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03

**Food Preparation and Service Occupations**

Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17

**Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05

**General Services and Support Occupations**

Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82

**Health Occupations**

Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.85
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49

Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
<b>Information and Arts Occupations</b>	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
<b>Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
<b>Machine Tool Operation and Repair Occupations</b>	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
<b>Material Handling and Packing Occupations</b>	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09

Stock Clerk (Shelf Stocker, Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
<b>Mechanics and Maintenance and Repair Occupations</b>	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03

Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
<b>Miscellaneous Occupations</b>	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
<b>Personal Needs Occupations</b>	
Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
<b>Plant and System Operation Occupations</b>	
Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
<b>Protective Service Occupations</b>	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23

Guard II	12.16
Police Officer	20.49
<b>Stevedoring/Longshoremen Occupations</b>	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
<b>Technical Occupations</b>	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.62
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62

Weather Observer, Upper Air (3)	15.13
<b>Transportation/ Mobile Equipment Operation Occupations</b>	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to

immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together

with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Attachment - 6** **PAST PERFORMANCE INFORMATION**  
**NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Please complete the following questionnaire and return via regular mail or fax to the attention of:

\_\_\_\_\_ by \_\_\_\_\_  
*(Name)* *(Date)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Fax Number)*

---

**This survey pertains to:** \_\_\_\_\_

**Department/Component:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_ **Date of Survey:** \_\_\_\_\_

**Name of Person Completing Survey:** \_\_\_\_\_

**Signature of Person Completing Survey:** \_\_\_\_\_

**Your Company/Agency:** \_\_\_\_\_

**Your Role in this Contract (*circle one*):**

**Contracting Officer** **Contract Specialist** **Project Officer** **Other** \_\_\_\_\_

**Contract Value (*including options*):** \$ \_\_\_\_\_

**Performance Period:** \_\_\_\_\_  
*(including option periods)*

**Type of Contract:** \_\_\_\_\_

**Approximate percentage of work being performed (or completed) by subcontractor(s):** \_\_\_\_\_%



**PAST PERFORMANCE INFORMATION**  
**NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

**COST CONTROL**

---

- |    |   |   |   |   |   |   |   |     |
|----|---|---|---|---|---|---|---|-----|
| 1. | <b>Record of forecasting and controlling target costs</b> | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | <b>Current, accurate and complete billings</b>            | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. | <b>Relationship of negotiated costs to actuals</b>        | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. | <b>Cost efficiencies</b>                                  | 0 | 1 | 2 | 3 | 4 | 5 | N/A |

**TIMELINESS OF PERFORMANCE**

---

- |    |  |   |   |   |   |   |   |     |
|----|--|---|---|---|---|---|---|-----|
| 1. | <b>Met interim milestones</b>  | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | <b>Reliability</b>   | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. | <b>Responsive to technical direction</b>                               | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. | <b>Completed on time including wrap-up and contract administration</b> | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 5. | <b>Met delivery schedules</b>  | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 6. | <b>Liquidated damages assessed: Yes No (circle one)</b>                |   |   |   |   |   |   |     |

**BUSINESS RELATIONS**

---

- |    |  |   |   |   |   |   |   |     |
|----|--|---|---|---|---|---|---|-----|
| 1. | <b>Effective management, including management of subcontracts</b>          | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | <b>Reasonable/cooperative behavior</b>                                     | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. | <b>Responsive to contract requirements</b>                                 | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. | <b>Notification of problems</b>  | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 5. | <b>Flexibility</b>   | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 6. | <b>Pro-active vs reactive</b>  | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 7. | <b>Effective small/small disadvantaged business subcontracting program</b> | 0 | 1 | 2 | 3 | 4 | 5 | N/A |

PAST PERFORMANCE INFORMATION  
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

**CUSTOMER SATISFACTION**

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1. The contractor is committed to customer satisfaction.  
Yes No (*circle one*)
  
2. Would you recommend selection of this firm again?  
Yes No (*circle one*)

**ADDITIONAL COMMENTS**

**PAST PERFORMANCE INFORMATION**  
**NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Rating Guidelines

	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/ service/ administrative issues is not effective
1-Poor	Major problems have been encountered	Contractor is having major difficulty managing costs effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is marginally effective
2-Fair	Some problems have been encountered	Contractor is having some problems managing costs effectively	Contractor is having some problems meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is somewhat effective
3-Good	Minor inefficiencies/ errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is usually effective
4-Excellent	Contractor is in compliance with contract requirements and/or delivers quality products/services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is effective
5-Outstanding: The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."				

## **PART IV – REPRESENTATION AND INSTRUCTIONS**

### **SECTION K REPRESENTATIVE AND CERTIFICATION**

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

#### 1. REPRESENTATION AND CERTIFICATIONS

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

[http://amb-intranet.nci.nih.gov/forms\\_set.htm](http://amb-intranet.nci.nih.gov/forms_set.htm)

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

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

## PART IV – REPRESENTATION AND INSTRUCTIONS

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

#### 1. GENERAL INFORMATION

##### a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (FEB 2000)] and HHSAR 352.215-1

(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

## PART IV – REPRESENTATION AND INSTRUCTIONS

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) *Late proposals and revisions.* (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
  - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 4:00 p.m. at the place of mailing two working days prior to the date

## PART IV – REPRESENTATION AND INSTRUCTIONS

specified for receipt of proposals. The term ``working days" excludes weekends and U.S. Federal holidays;

- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 4:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
  - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
  - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. ``Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (iv) 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

## PART IV – REPRESENTATION AND INSTRUCTIONS

of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision 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.
- (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. 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 entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) 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 or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office.

## PART IV – REPRESENTATION AND INSTRUCTIONS

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by 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.

## PART IV – REPRESENTATION AND INSTRUCTIONS

- (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 offeror's (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.

## PART IV – REPRESENTATION AND INSTRUCTIONS

- (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.

### NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

- (1) General. Bids or proposals under this procurement are solicited from small business concerns. At least one award made pursuant to the solicitation will be

## PART IV – REPRESENTATION AND INSTRUCTIONS

made to a small business concern. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns.

- (2) Definitions. The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts

### c. SIC CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (OCTOBER 2000), FAR Clause 52.219-1.

- (1) The standard industrial classification (NAICS) code for this acquisition is 561621.
- (2) The small business size standard is \$9.0M.
- (3) This is a Total small Business Set-Aside acquisition.

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

It is anticipated that only a Single Award will be made from this solicitation and that the award will be made on/about December 31, 2002 however, the Period of Performance date shall be January 1, 2003.

It is anticipated that the award(s) from this solicitation will be Firm-Fixed Price type contract. The period of performance is anticipated to be a Base year of twelve months with four (4) twelve month option periods.

### e. PRE-PROPOSAL/SITE VISIT CONFERENCE

## PART IV – REPRESENTATION AND INSTRUCTIONS

A pre-proposal/site visit conference will be held with prospective offerors at NIH, Bldg. 14G Conference Room 107, on October 8, 2002, at 10:00 a.m. The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions which you have regarding this solicitation.

The success of this type of conference depends largely on the lead-time available to the Government for research in connection with questions submitted by offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before 4:00 p.m., October 7, 2002, at the address cited in the cover letter.

Your questions should be submitted to the **Contract Specialist, Patricia D. Pemberton** and the envelope should be marked, **"Pre-proposal/site visit conference, RFP No. 263-02-P(GR)-0025."** A set of all questions and answers will be furnished simultaneously to all prospective offerors whether or not they are in attendance. **You may fax your questions to the Contract Specialist at 301/480-7250 or submit them via e-mail to pembertp@box-p.nih.gov.**

Because of space limitations, each prospective offeror shall be limited to a total of 2 representatives.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

f. **COMMITMENT OF PUBLIC FUNDS**

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

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

h. **RELEASE OF INFORMATION**

## **PART IV – REPRESENTATION AND INSTRUCTIONS**

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

### **i. COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

### **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 Firm- Fixed Price type contract with a Base year of twelve months with four twelve month option periods.

Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

#### **(2) Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in on the SF 33 hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

## PART IV – REPRESENTATION AND INSTRUCTIONS

### 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.

### 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.

#### (3) 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 should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

#### (4) 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.

#### (5) Competitive Acquisition--HHSAR 352.215-1, Restriction on Disclosure and Use of Data

(e) Restriction on disclosure and use of data. (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and

## PART IV – REPRESENTATION AND INSTRUCTIONS

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

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

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

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

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

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

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

(3) Offerors are cautioned that proposals submitted with restrictive legends or [[Page 4256]]

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.

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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.

(6) Evaluation of Proposals

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

(7) Potential Award Without Discussions

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

(8) Use of the Metric System of Measurement

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

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

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

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

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

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### (9) Selection of Offerors

- a) The technical portion of each proposal will be evaluated by a technical evaluation committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract, the Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range. While it is NIH's policy to conduct discussions with all offerors in the competitive range, NIH reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 352.215.
- e) Best Value Analysis. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
- f) The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet Government requirements.

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Synopses of awards exceeding \$25,000 will be published in the FedBizOpps.

(10) Past Performance Information

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

**A list of the last 3 contracts completed during the past 5 years, and the last 3 contracts currently in process that are similar in nature to the solicitation workscope.** Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

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

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

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the

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Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

- (12) 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) Facsimile Proposals, FAR Clause 52.215-5 (October 1997)
- b) Site Visit (May 1984)

- (13) 52.233-2 Service of Protest. (Aug 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 6100 Executive Blvd, Suite 500, Rockville Maryland 20892.

(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)

## TECHNICAL PROPOSAL INSTRUCTIONS

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The NIH Animal Waste Disposal System, which includes the Somat and the TBJ System and other accessory equipment is essential at NIH Veterinary Resource Program.

The Animal Waste Disposal System at NIH facilities are used to ensure the safety of both the NIH personnel and the animals facilities. It is critical that this equipment remain in good operating conditions at all times. Therefore, in the proposal for the Maintenance, and Repair service of the Waste Disposal Systems the technical portion of the proposal will be an important consideration in the award of this contract. The technical proposal should be in as much detail as deemed necessary to fully explain the approach and method of performing the work. The proposal should reflect a clear understanding of the scope of work. The technical proposal must include information on how the project will be organized, staffed, and managed.

The evaluation will be based on the demonstrated capabilities of the prospective contractors to respond to the needs of the service as set forth in SECTION C of this Request for Proposal. The offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Failure to provide the information required to evaluate the proposal may result in the rejection of the proposal without further consideration.

(1) Technical Discussions

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

a. Understanding the NIH requirements:

- (1) The Offeror's proposal shall demonstrate a complete understanding of the scope of work as described in Section C. The proposal shall provide information to demonstrate that the various requirements can be performed within the constraints and the conditions specified by the Government. A detailed preventive maintenance plan should be submitted which describes and demonstrates the offeror's ability to provide services for each of the Animal Waste System identified in SECTION B and C. This should include a schedule for completion of the work and delivery of items specified in the statement of work.
- (2) The Offeror shall demonstrate their ability to provide replacement and repair parts for 24 hour delivery and the installation.
- (3) Offerors must demonstrate ability to provide an immediate response in emergency situations, as specified in the Section C.

## PART IV – REPRESENTATION AND INSTRUCTIONS

### b Personnel

- (1) Offerors shall provide a staffing plan to perform this contract. It includes a list of personnel who will be assigned to this contract, their training and experience, length of service, position they currently occupy and the name of a key contact person
- (2) Resumes of the Equipment Technicians with a minimum of 3 years experience in the field of maintenance and repair of the Waste Disposal Systems are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

### Corporate Experience and Past Performance

(1). Offerors must demonstrate a minimum of five (5) years experience in the inspection, maintenance, repair, and installation of the different types of the Waste Disposals Systems listed in Section J, attachment 2 that offerors wish to provide the service. Offerors shall demonstrate the ability to commit staff having the qualifications, experience and skills to perform the contract. Offerors may include any other factors that they feel that are important to this project.

(2) Offerors shall provide a list of references, at least three (3), either Government or Commercial demonstrating experience in inspection, maintenance, repair and installation of the Waste disposal systems. If Government contracts provide contract numbers, contracting officers with address and telephone numbers, project officers or other contacts. For other than Government contracts provide name, addresses and telephone numbers of contact persons.

### (2) Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M. 3., hereof).

### (3) Additional Technical Proposal Information

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- 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, and which may subsequently be influenced by information in the responses to the Past Performance Survey.

### **(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

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benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

### (2) Proposal Cover Sheet

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

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

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

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

- a) The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the

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Contracting Officer and authorized representative to evaluate the documentation.

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

### (4) 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 Contract

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

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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.

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.

### (5) Other Administrative Data

#### a. Property

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

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"Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

### (6) Subcontractors

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

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

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

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

OR

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

### (8) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor

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## PART IV – REPRESENTATION AND INSTRUCTIONS

### SECTION M EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION FACTORS FOR AWARD

##### M.1. GENERAL

The major evaluation factors for this solicitation include technical (which encompasses experience and past performance factors) and cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are [significantly more important than cost or price/approximately equal to cost or price/significantly less important than cost or price].

Offerors are advised that award will be made to that offeror whose proposal provides the best overall value to the Government.

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

##### M.2. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

##### M.3. TECHNICAL EVALUATION CRITERIA

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

1. Understanding the NIH requirements **50 pt**  
The technical approach and understanding of the requirement as defined in Section C., and discussed in the offeror's proposal as submitted under Section L.

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(1. Demonstrated understanding the Scope of Work, including a detailed preventive maintenance plan with a quality control program (25 pts.), 2. Ability to provide replacement and repair parts (15 pts.), and 3. Ability to provide 24 hour response in emergency situations (10 pts), shall be evaluated based on the offeror's demonstrated understanding of the specific objectives, intent, and requirements of the work; the soundness, practicality, and feasibility of the proposed approach and work plans; and recognition of potential difficulties in performance. Missing or incomplete responses to required plan elements may result in a significantly reduced score for this factor. All criteria also applies to any subcontractor(s) whose function and staff shall be identified and described in detail. The offeror's understanding of the nature of the technical tasks will be evaluated for completeness, thoroughness, and validity. The offeror's specific methodologies and procedures to be utilized in accomplishing the activities reflected in the SOW will be evaluated.

### 1. Personnel

25 pts

The key personnel will be evaluated for evidence of equivalent or compensating background, education, and experience to those elements noted in the position qualifications. They will be evaluated based on information obtained from resumes, reference checks, and any other information available to the Government. Commitment to this contract will be part of the evaluation. Failure to submit a letter of commitment shall be reflected negatively in the evaluation and point scoring of Key Personnel.

**(15 pts.)**

The offeror's personnel plan will be evaluated based upon its feasibility and ability to provide personnel with the qualifications and experience to successfully meet the requirements of and perform the tasks cited in Section C., the SOW. Specifically the staffing plan and the experience and training level of the key personnel proposed will be evaluated. **(10 pts.)**

### 3. Corporate experience and past performance

25 pts

The evaluation will be based the description of experience submitted pursuant to Section L. and on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government. The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated for past performance. **(1. Demonstrated experience, 15 pts.; 2. Past performance references, 10 pts.)**

The Government will evaluate the quality of the offeror's past performance based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

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The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers and relevant information.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

A sample of the Past Performance Survey that will be used is provided as an Attachment in Section J.

**Total Possible Technical Score 100 PTS.**

### **M.4. COST/PRICE FACTORS**

- A. The Government will separately evaluate, in accordance with the following formula, the prices for the Items described in Section b. supplies or Services and Prices/costs.
- B. An overall rating of each proposal meeting the minimum technical requirements will be developed using a weighted combination of technical and cost/price proposals. The lowest total evaluated price in Section B will be assigned 47 points.

Points for all other offers will be calculated as follows:

$$\text{Points} = \frac{\text{Lowest Total Evaluated Cost/Price}}{\text{Offeror's Total Evaluated Cost/Price}} \times 47 \text{ Points} = \text{Number of Points To Be Assigned}$$

SUMMARY:

$$\begin{array}{r} \text{Score for Evaluated Price} \\ + \text{Technical Score} \\ \hline \text{Total Evaluated Score (out of 147)} \end{array}$$

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NOTE: Points are merely guides for source selection and the mathematical outcome is not necessarily determinative of the awardee. Proposals that are unrealistically high or low may be deemed reflective of an inherent lack of failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal.

- C. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation (including past performance), cost/price analysis, and ability to complete the work as described.