

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-NC-09-10009/0001	3. EFFECTIVE DATE 05/26/09	4. REQUISITION/PURCHASE REQ. NO. PR-NC-09-10009	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency RTP Procurement Operations Division (D143-01) 4930 Page Road Durham, NC 27703	CODE	7. ADMINISTERED BY (if other than item 6) Not Applicable.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-NC-09-10009
			9B. DATED (SEE ITEM 11) 05/06/09
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to revise several clauses in the request for proposal and to amend Clause B.1, "Consideration and Payment - Total Fixed Price" to include amount for the Other Direct Cost for the base and each option period.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MCDONALD MORRISON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5/26/09
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "CONSIDERATION AND PAYMENT - TOTAL FIXED PRICE" has been modified. The text is as follows:

The fixed price of this contract is as follows. Payment will be made upon delivery and acceptance of all required items.

Description	Qty	Unit	Unit Price	Total Price
0001A Operation and Maintenance of EPA NHEERL-RTP Animal Facilities in accordance with the Performance Work Statement (Attachment 1)	12	MO	\$ _____	\$ _____
				NOT TO EXCEED
0001B Other Direct Cost Reimbursed based on Actual Cost Incurred Only. See Clause L.26	1	YR	\$894,832	\$894,832
				NOT TO EXCEED
0001C Incentives for Superior Performance (See Attachment 7)	4	QTR	\$5,000	\$20,000

2. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for four (4) additional period(s) at any time up to sixty (60) days after the expiration date, provided that the Government has given the Contractor written notice sixty (60) days prior to exercising of such option. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
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Option I	10/01/10	09/30/11
Option II	10/01/11	09/30/12
Option III	10/01/12	09/30/13
Option IV	10/01/13	09/30/14

(b) During the option period(s) the Contractor shall provide the services described below:

<u>Period</u>	<u>Attachment</u>
Option I	1
Option II	1
Option III	1
Option IV	1

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

OPTIONAL PERIODS:

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Option Period I (10/01/10 - 09/30/11)				
0002A Operation and Maintenance of EPA NHEERL-RTP Animal Facilities in accordance with the Performance Work Statement (Attachment 1)	12	MO	\$ _____	\$ _____
0002B Other Direct Cost Reimbursed based on Actual Cost Incurred Only. See Clause L.26	1	YR	\$919,573.60	NOT TO EXCEED \$919,573.60
0002C Incentives for Superior Performance (See Attachment 7)	4	QTR	\$5,000	NOT TO EXCEED \$20,000
Option Period II (10/01/11 - 09/30/12)				
0003A Operation and Maintenance of EPA NHEERL-RTP Animal Facilities in accordance with the Performance Work	12	MO	\$ _____	\$ _____

Statement (Attachment 1)

0003B Other Direct Cost	1	YR	\$945,552.28	NOT TO EXCEED
Reimbursed based on Actual Cost Incurred Only. See Clause L.26				\$945,552.28

0003C Incentives for Superior Performance (See Attachment 7)	4	QTR	\$5,000	NOT TO EXCEED
				<u>\$20,000</u>

Option Period III (10/01/12 - 09/30/13)

0004A Operation and Maintenance of EPA NHEERL-RTP Animal Facilities in accordance with the Performance Work Statement (Attachment 1)	12	MO	\$ _____	\$ _____
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0004B Other Direct Cost Reimbursed based on Actual Cost Incurred Only. See Clause L.26	1	YR	\$972,829.89	NOT TO EXCEED
				\$972,829.89

0004C Incentives for Superior Performance (See Attachment 7)	4	QTR	\$5,000	NOT TO EXCEED
				<u>\$20,000</u>

Option Period IV (10/01/13 - 09/30/14)

0005A Operation and Maintenance of EPA NHEERL-RTP Animal Facilities in accordance with the Performance Work Statement (Attachment 1)	12	MO	\$ _____	\$ _____
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0005B Other Direct Cost Reimbursed based on Actual Cost Incurred Only. See Clause L.26	1	YR	\$1,001,471.30	NOT TO EXCEED
				\$1,001,471.30

0005C Incentives for
 Superior Performance
 (See Attachment 7)

4 QTR \$5,000

NOT TO EXCEED
\$20,000

3. The Section H clause entitled "SUBCONTRACTOR - KEY PERSONNEL (LOCAL LRT-44-24) (DEC 2001)" has been modified. The text is as follows:

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

<u>Subcontractor</u>	<u>Key Personnel</u>	<u>Title</u>
TBD	TBD	TBD

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) During the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) The subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) After the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) The subcontractor 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 Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

4. The Section H clause entitled "FIXED PRICED SUPPLIES/MATERIALS SERVICES" has been modified. The text is as follows:

All profit, labor, fringe, overhead, general and administrative costs (G&A), and overtime that are required in the performance of this contract are to be included in the fixed price of each contract period. Also included are all

expenses necessary to meet and maintain the personnel qualifications, license, certifications and permit requirements specified elsewhere in the contract. Other direct costs (ODC) will not be included on the fixed price of the contract. All ODCs will be reimbursed based on actual cost incurred. See Section L Clause L.26 "Other Direct Costs (Supplies and Materials)" for a listing of items.

5. The Section L clause entitled "TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)" has been modified. The text is as follows:

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after **issuance of the solicitation**. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

6. The Section L clause entitled "OTHER DIRECT COSTS (SUPPLIES AND MATERIALS)" has been modified. The text is as follows:

The other direct costs (supplies and materials) allowed in line item number (eg. 0001B, 0002B, 0003B, etc) of each contract period under this contract include all supplies associated with the Performance Work Statement to include, but not limited to:

ASSUMPTIONS FOR ONE YEAR:

QUANTITY

I. Food

LabDiet:

ProLab Rat/Mouse/Hamster 3000 Chow	775 bags 50 lb bags
PMI 5001 Meal	220 bags 50 lb bags
PMI 5001 Pellet	1200 bags 50 lb bags
PMI 5008 Formulab Diet	120 bags 50 lb bags
ProLab Hi-Fiber Rabbit	200 bags 50 lb bags
Dustless Precision Pellets	10 boxes 500 mg size
Dustless Precision Pellets 1 gm size	60 boxes 1 gm size
Dustless Precision Pellets 45 gm size	60 boxes 45 gm size

NIH-07 Mouse/Rat Diet Formulation

10 bags

Cabbage

100 lbs

Apples

50 lbs

Carrots

10 lbs

II. Bedding

Northwestern Products Corp Beta Chip Bedding

1040 bags

Northwestern Products Corp Pine Shaving

2800 bags

Shepard Speciality Papers Alpha Dri

1200 bags

Shepard Speciality Papers Enviro Dri

12 bags

The Anderson's Corp Alpha Cob

156 bags

Room Thermometer/Hygrometers w/Memory,*	50 each
	digital, traceable
Episoft dispenser-type paper towels,*	60 rolls
Episoft dispenser-type toilet paper,*	200 rolls
Episoft dispenser hand soap,* 25 oz, 10/cs	4 cases
	anti-microbial foam
Paper towels, kitchen-type,*	144 rolls
Trash liners, 55 gal size,* 100/cs	148 cases
	3-5 mils thickness
Sponge mops, 24 inch heads,*	50 each
	industrial quality
Brooms,*	25 each non-wood
Radiator-type brushes,*	100 each
	used to clean animal racks
Glass cleaner,*	12 each
Toilet bowl cleaner,*	12 each
Laundry detergent,* 50# drums	24 drums
Stainless steel metal cleaner,* 1 gal can	6 cans
Floor squeegees,*	8 each
	24-36 inch head size
Printer cartridges,*	36 each HP 98
Continuous pin-fed index card, 4000/box	5 boxes
	animal cage cards-must
	be printer pin-fed
	capable
Post-IT pads,* 10/package 3" x 5"	24 packages
Laminating paper,* 9" x 11.5"	10 packages
Shepard Speciality Papers Rack filter paper,	8,000 sheets
	19" x 69.5"
 IX. Lab Supplies	
Syringes *	
1cc, 100/pk, 8pks/cs	5 cases
3cc, 100/pk, 8pks/cs	5 cases
Needles *	
27 gauge, 100/pk, 10pks/cs	5 cases
22 gauge, 100/pk, 10pks/cs	5 cases
Vacutainers *	
3.5 ml 100/pk*	20 pks
	serum separation tubes
8.5 ml 100/pk*	20 pks
	serum separation tubes
Benchcoat *	5 rolls
Tissue containers,* 4 oz, 24/cs	4 cases
Isopropyl alcohol,*	4 gallons
Kim Wipes,* lg	10 boxes
Calcium alginate swabs,* 200/pk	10 pks
Formaldehyde,*	80 liters
Gauze squares,* 12" X 12" size, 200/pk	10 pks
Microscope slides,* 3" X 1", 144/pk	20 pks
Culture swabs w/transport tubes,* 50/pk	20 pks
Thermo Safe shipping boxes,* 0.6 ft ³	24 each
Sterilizer ampules,* 10/pk	20 pks

Transport tubes w/caps,* 1000/cs	biological indicators 2 cases 16 x 12 mm
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X. Animal Medications

Henry Schein Animax, 7.5 ml	50 tubes
Calamine Lotion,* 4 oz	24 bottles
Henry Schein Triple S antibiotic, 1 oz	20 tubes
Q tips,*	12 packs

XI.

Contractor must provide the following:

Van, with cargo hold	1 each cargo area must be climate controlled, sanitizable, no carpet/cloth
Flat bed truck with power lift tail gate	1 each must be able to transport up to six 1 cubic yard Rubbermaid tilt trucks; must have power lift tail gate

7. The Section L clause entitled "PROPOSAL INSTRUCTIONS" has been modified. The text is as follows:

(a) Technical proposal instructions.

(1) Submit an original and five copies of your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions.

(i) See Section M - Evaluation Criteria and the Section L Provision entitled "Past Performance Information."

(ii) The Technical Proposal shall be organized in accordance with the Technical Evaluation Criteria in Section M and shall comprehensively address each technical evaluation criterion.

(3) The technical proposal shall identify the employees that will serve as key personnel. Include the On-Site Project Manager, Assistant Project Manager, Laboratory Animal Technologist, and the Quality Control Supervisor. (See Clause H.12 for Key Personnel). Submit appropriate data to substantiate that the employee possesses the required experience.

(4) Include documentation to substantiate that the proposed employees possess the required qualifications and licenses. (See Clause H.23). Documentation should include a description of work experience, copies of licenses, certificates, and/or resumes.

(5) Include a staffing plan for accomplishing the requirements in the Performance Work Statement. (See Section M.3, Evaluation Factors for Award, 4. Project Management).

(b) Price proposal instructions.

(1) Submission of cost or pricing data is not required.

(i) Clearly identify a separate price for each period (base and all options).

(ii) Clearly identify a separate price for the Option for Additional Work. Since it is not known when the option will be exercised, your cost proposal should include a price for each period (base and all options);

(iii) Include a summary proposal to include the price for each period (base and all options) and the price for the option for additional work. In computing your summary price include the price for the higher price option for additional work since this option may only be exercised once over the life of the contract.