RFP-0179-FOP
Training in Blood Sample Collection from Rodents

Request for Proposal
October 30, 2014

Response Due: 3:00 p.m. November 24, 2014

Key Dates
The following are key dates related to this RFP:

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>October 30, 2014</td>
</tr>
<tr>
<td>Offerors’ Respond with Notice of Intent</td>
<td>November 5, 2014, 5:00 p.m. MT</td>
</tr>
<tr>
<td>Offerors’ Questions Due</td>
<td>November 11, 2014, 5:00 p.m. MT</td>
</tr>
<tr>
<td>Answers to Questions Sent</td>
<td>November 17, 2014, 5:00 p.m. MT</td>
</tr>
<tr>
<td>Offerors’ Responses Due</td>
<td>November 24, 2014, 3:00 p.m. MT</td>
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</tbody>
</table>

This Request for Proposal consists of the following:

- Invitation and Instructions (Pages 1 through 6)
- Exhibit A – Statement of Work (Pages A-1 through A-4)
- Exhibit B – Contractor Past Performance (Page B-1)
- Exhibit C – Exceptions to Model Agreement (Page C-1)
- Exhibit D – Model Agreement (Pages D-1 through D-8)
- Exhibit E – Pricing Schedule (Pages E-1 through E-2)
- Exhibit F – Contractor Self-Assessment (Pages F-1 through F-5)
1 Profile
NEON, Inc. is an independent 501(c)3 corporation created to manage large-scale ecological observing systems and experiments on behalf of the scientific community. NEON, the National Ecological Observatory Network, is a specific National Science Foundation funded large facility project managed by NEON, Inc. The NEON Project Office is operated by NEON, Inc. on behalf of the NSF.

NEON, Inc.’s mission is to design, implement and operate continental scale research infrastructure, including the National Ecological Observatory Network (NEON) to open new horizons in ecological science and education, and to enable ecological analyses and forecasts for the benefit of society. A major part of NEON’s measurement system is the organism sampling to measure the impacts of ecological changes.

Information on NEON’s mission can be found on NEON’s website: http://www.neoninc.org.

2 RFP Purpose
One aspect of NEON’s ongoing environmental monitoring and reporting involves the annual collection of blood samples from rodents at NEON’s 20 domains located throughout the continental United States, Alaska and Puerto Rico. In connection with this work, NEON has a need for expert support in the area of training local NEON field personnel in blood sample collection techniques in rodents. Training is to include the facial vein/submandibular and retro-orbital techniques. The purpose of this RFP is to identify organizations that can provide these services, at some or all of the sites listed in the attached Exhibit A, Statement of Work.

This RFP is being released electronically only, and this version is the only official version for this solicitation. No hard copy for this RFP will be issued. All applicable amendments will be sent electronically. Offerors shall submit responses to this RFP by email to the following contact prior to the closing time and date of this solicitation:

Steve McCormick
Contract Administrator
smccormick@neoninc.org
Phone: 720-330-1668

3 Notice of Intent
Proposers will indicate their intent to provide a proposal by 5:00 p.m. MT, Wednesday, November 5, 2014 by forwarding an email to the Contract Administrator at the above email address, listing their company or organization name, together with the name and contact information of their technical and business representatives.

4 Questions
Upon review of the Statement of Work, Offerors are invited to submit questions. All questions regarding technical or business matters must be submitted in writing to the Contract Administrator at the email address above. The cut-off date for all questions is Tuesday, November 11, 2014, at 5:00 p.m.
Offerors are requested to email all questions to the Contract Administrator at the above email address. Direct contact with NEON technical representatives during the proposal period could be cause for elimination from consideration for this contract. A written response to all of the questions submitted in the form of a Solicitation Amendment will be provided to each Offeror who indicates their intention to provide a Proposal. Responses to all questions will be sent electronically by Monday, November 17, 2014 at 5:00 p.m. MT. Depending on the number and complexity of questions, more than one response may be provided. NEON will not respond to verbal questions.

5 Buyer Not Obligated
NEON is not obligated to pay any costs incurred in the preparation and submission of Offeror’s proposal, nor required to enter into an Agreement or any other arrangement with any Offeror.

6 Solicitation Amendments
The NEON Contract Administrator may issue one or more amendments to the solicitation to make changes or to resolve any issues noted in the solicitation. The NEON Contract Administrator may issue the amendment in time for prospective Offerors to incorporate any changes into proposals due on the date indicated above. If the date on which an amendment is issued provides insufficient time for preparation of proposals, an extension of the proposal due date will be issued. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. Offeror’s failure to acknowledge the receipt of all amendments may result in rejection of your offer.

7 Offerors Proposal
Offerors shall submit their proposals, which includes all items listed in Section 8 “Submission Requirements,” on or before the due date and time for this solicitation.

The due date and time for proposals is Monday, November 24, 2014 at 3:00 p.m. MT.

If you are unable to meet the deadlines for this proposal, you will be eliminated from consideration for this contract. You will not be eliminated from future business.

8 Submission Requirements
Offerors shall submit their proposals with the following information.

a. Cover Letter
b. Narrative Description of Offeror’s Qualifications
c. Resume(s) of Offeror’s Key Individuals
d. Offeror’s Completed Past Performance (Exhibit B)
e. Completed Exceptions to Model Agreement (Exhibit C)
f. Completed Pricing Schedule (Exhibit E)
g. Completed Supplier Business Self-Assessment (Exhibit F)

Offeror’s complete proposal will consist of the following elements:

a. Cover Letter – A cover letter, on Offeror’s letterhead. The cover letter will include the following:
i. Provide a listing of the proposal attachments
ii. Provide notification of Proprietary Data contained in the Offeror’s Proposal (See No. 11, below)
iii. Acknowledge all Solicitation Amendments received, by number and date
iv. Be signed by a representative of the Offeror with authorization to bind the Offeror’s organization

b. Narrative Description of Offeror’s Qualifications – Offeror will include a narrative description of their technical capabilities to accomplish the tasks and requirements of this Statement of Work. The narrative will specifically include:
   i. Background on Offeror’s qualifications including number of years performing the same or similar services.
   ii. Provide overview of which domains/locations are included in Offeror’s proposal.
   iii. Description of Offeror’s physical facilities to be used in connection with the training.
   iv. Provide an overview of the quality assurance/quality control (QA/QC) procedures your organization implements to ensure the consistency, accuracy and quality of the training provided.
   v. Detail any limitations on services offered.

The above information is to be provided in a document not to exceed 5 typewritten pages.

c. Resume(s) of Offeror’s Key Individuals – At a minimum, provide a concise resume of Offeror’s proposed trainer(s), not to exceed two typewritten pages per resume. Resumes should include references for academic preparation as well as commercial/laboratory/field experience, with emphasis on expertise in the specific areas addressed by the Statement of Work.

d. Past Performance Information – Offeror will complete the attached Exhibit B, or alternately provide the information requested in the Offeror’s own format. Submissions should not exceed three typewritten pages.

e. Proposed Exceptions to Model Agreement – Offeror will complete the attached Exhibit C. Alternately, Offeror may provide the requested information in their own format.

f. Completed Pricing Schedule (Exhibit E) – Offeror will complete the attached Pricing Schedule (Exhibit E). Offeror may provide their own table or spreadsheet providing the same level of detail as indicated in Exhibit E.

g. Completed Contractor/Supplier Self-Assessment – Offeror will complete the attached Self-Assessment form (Exhibit F). Educational Institutions should complete the General Information section on page 1 and Sections 3 and 4.

9 Evaluation
NEON intends to evaluate proposals without discussions. Therefore, the Offeror’s proposal should contain the best terms from a price and technical standpoint. However, NEON reserves the right to conduct discussions if later determined to be necessary. NEON may reject any or all proposals if
deemed necessary; accept an offer other than the lowest priced proposal; and waive informalities and
minor irregularities in proposals received. NEON intends to award to the responsible Offeror(s) whose
proposal conforming to this RFP offers the best value to NEON, price and other factors considered.

In addition to price, offerors will be evaluated based on a number of criteria including the specific
evaluation criteria to be used for this solicitation, as listed below:

- Demonstration of the Offeror’s technical qualifications
  - Ability to provide *Mus* and or *Peromyscus* and associated sample sizes offered
  - Ability to provide training on facial and or retro/orbital techniques
- Demonstration of the Offeror’s Trainer’s qualifications
  - Number of years’ experience of trainer in a.) animal handling, b.) retro-orbital
technique, and c.) facial technique
  - Number of species with which the trainer has experience
  - Does the trainer have field experience
- Demonstration of Offeror’s expertise with and ability to train to the NEON Protocol
- Demonstration of sufficient resources and staff to effectively carry out the proposed work
  according to the proposed timeline.

NEON reserves the right, prior to award, to require Offeror(s) to submit information which NEON will
use to make a determination whether Offeror has the financial capability to perform the contemplated
work. Such information may include, but not be limited to: annual reports, lines of credit with financial
institutions and suppliers, and any other information that may be required to make an appropriate and
informed determination.

**There may be multiple awards.**

NEON actively solicits alternate proposals, which Offerors believe may increase efficiency, reduce cost,
or otherwise provide enhancements to the Statement of Work. All such offers should be in addition to,
not as a substitute for the base proposal.

Due to the nature of the work and the anticipated value of the resulting award(s), it is expected that all
proposed agreement(s) may need to be submitted to the NSF for their review and concurrence prior to
award. The NSF review process can take up to 30 days. Therefore, Offerors’ proposals must be valid for
a period of 90 days from the date of submission.

**10  Representations and Certifications**

Prior to award, NEON will evaluate Representations and Certifications from the apparent successful
bidders(s). Representations can be obtained:

- a.) by posting Representations and Certifications on the System for Award Management website
  ([www.sam.gov](http://www.sam.gov)); or,
- b.) by completing hard copy Representations and Certifications available from the Contract
  Administrator.
11 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary as part of its proposal, the inclusion of such data shall be clearly identified in the proposal cover letter. In addition, a notation in the footer of each proposal page containing such data will be included stating “Information contained in paragraph ___ above is considered proprietary”.
1. **Objective and Summary Scope of Work**

One component of NEON’s ongoing environmental monitoring involves live trapping of wild small mammals (i.e. rodents and shrews < 500 grams) using box traps (H.B. Sherman Traps, Tallahassee, FL). NEON small mammal sampling will assess the abundance and diversity of the nocturnal small mammal communities of North America, including the population dynamics of species that are competent reservoirs for infectious disease, at dozens of sites (depending on study design and associated logistics) throughout North America and Puerto Rico for a period of 30 years. NEON requires that all staff involved in the handling of small mammals be trained in the applicable techniques related to sample collection. Offeror’s facilities will provide appropriate training in a laboratory setting to prepare NEON staff for blood sampling and handling techniques in the field.

NEON’s objectives for this RFP are:

- Obtain pricing from organizations with the facilities, qualifications and capabilities to train NEON field personnel in the blood sampling and handling techniques as detailed below.
- Obtain a sufficient population of vendors (or vendors offering regional or national coverage) so as to minimize or eliminate travel from NEON Domain Offices to the point(s) of training.

2. **Period of Performance**

Initial training is to take place during calendar 2015. Specific target dates for training by domain/location are shown in Section 4, below. Depending on field personnel turnover and other factors, NEON may, at its option, request training during calendar year 2016 and 2017. Offerors are to indicate pricing for these option years in Exhibit E, Pricing Schedule.

3. **Place of Performance**

Offerors are to provide all facilities for training. Offeror facilities are required to:

- Provide a USDA licensed facility to house animals for research and training purposes.
- Provide an OLAW approved laboratory space for the training.
- Provide an adequate number of mice (*Mus musculus* or, if available, *Peromyscus sp.*) for each trainee to practice all of the required skills 5 times or more, to achieve competency. The estimated number of trainees per year per domain is 4 – 8.
- Provide all necessary permits (e.g., IACUC approval).

4. **Schedule/Milestones**

For small mammal sampling, all laboratory training must be performed annually, prior to the first sampling bout of the season and after all seasonal staff have been hired. The timing will vary by domain; however it is anticipated that all domains will require training during February-April of the base year and each subsequent option year. Scheduling of training will need to be done to accommodate the needs of all regional domain offices. In some cases, training timing and locations may be coordinated to
accommodate multiple adjacent domains with a single training.

Table 1. List of domains requiring small mammal lab training and their support facility locations

<table>
<thead>
<tr>
<th>Domain</th>
<th>City</th>
<th>State</th>
<th>Coordinate Training By Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>D01</td>
<td>Fitchburg</td>
<td>MA</td>
<td>March 1, 2015</td>
</tr>
<tr>
<td>D02</td>
<td>Front Royal</td>
<td>VA</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D03</td>
<td>Gainesville</td>
<td>FL</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D04</td>
<td>Guanica</td>
<td>PR</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D05</td>
<td>Land O Lakes</td>
<td>WI</td>
<td>April 1, 2015</td>
</tr>
<tr>
<td>D06</td>
<td>Manhattan</td>
<td>KS</td>
<td>March 1, 2015</td>
</tr>
<tr>
<td>D07</td>
<td>Oak Ridge</td>
<td>TN</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D08</td>
<td>Tuscaloosa</td>
<td>AL</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D09</td>
<td>Jamestown</td>
<td>ND</td>
<td>April 1, 2015</td>
</tr>
<tr>
<td>D10/13</td>
<td>Boulder</td>
<td>CO</td>
<td>March 1, 2015</td>
</tr>
<tr>
<td>D11</td>
<td>Denton</td>
<td>TX</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D12</td>
<td>Bozeman</td>
<td>MT</td>
<td>April 1, 2016</td>
</tr>
<tr>
<td>D14</td>
<td>Tucson</td>
<td>AZ</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D15</td>
<td>South Salt Lake City</td>
<td>UT</td>
<td>March 1, 2015</td>
</tr>
<tr>
<td>D16</td>
<td>Vancouver</td>
<td>WA</td>
<td>March 1, 2016</td>
</tr>
<tr>
<td>D17</td>
<td>Fresno</td>
<td>CA</td>
<td>February 1, 2015</td>
</tr>
<tr>
<td>D18/19</td>
<td>Fairbanks</td>
<td>AK</td>
<td>April 1, 2015</td>
</tr>
<tr>
<td>D20</td>
<td>TBD</td>
<td>HI</td>
<td>February 1, 2016</td>
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5. Work Requirements

Work Package 1 – Technical Training

The Offeror will provide technical expertise and training which matches as close as possible to the methods described in the most current version of the NEON protocol for small mammal sampling. The goal of the training is to provide NEON staff with the skills necessary to implement the protocol in the field. NEON’s expectation is that training will be hands on, using repetitive demonstration and practice to achieve competency in the listed techniques.

Pertinent portions of the NEON protocol for small mammal sampling related to handling and bleeding techniques are excerpted below.

Offeror will provide a one day training class at Offeror’s facility. Specifically, Offeror will provide technical expertise and training in:
a. Anesthesia with isoflurane
b. Animal handling
c. Bleeding techniques (retro-orbital and facial (Facial/submandibular vein))
d. Euthanasia with isoflurane
e. Provide all necessary equipment to be used in the training
f. Provide additional technical expertise and training in:
   i. Ear Tissue sampling
   ii. Subcutaneous microchip placement (PIT tagging)
   iii. Ear tag placement
g. Sex and reproductive condition assessment of male and female mice

In the field, in proximity to capture locations, the training shall help ensure NEON staffs are able to process captured small mammals in 15 minutes or less. This processing of target species of small mammals (e.g. deer mice, voles and woodrats) shall include:

a. Transferring individuals from the box trap into a disposable plastic or small mesh handling bag
b. Blood sample collection (>= 20 microliters) for subsequent pathogen analyses (e.g. *Hantavirus ssp.*), using one of two techniques:
   i. If possible, depending on the species, the facial vein technique will be used, and the individual will not be anesthetized prior to handling, unless it is needed to safely collect blood (e.g., for individuals > 100 g.). This technique employs 4-5.5mm lancets (Medipoint, Inc., Mineola, NY), as described in: Golde, W., P Gollobin, and L. Rodriguez 2005, “A rapid, simple, and humane method for submandibular bleeding for mice using a lancet”, Lab Animal 34:39-43.
   ii. If necessary, due to the anatomy of a given species, blood will be collected using the retro-orbital technique. For this technique, NEON requires that the animal be anesthetized, to decrease stress and reduce chances for injury during the blood collection procedure. NEON uses isoflurane as a field anesthetic, delivered via a moistened cotton ball held in a tea strainer. Microhematocrit tubes are used for this technique, as described in Mills, J. N., J. E. Childs, T. G. Ksiazek, C. J. Peters, and W. M Velleca, 1995, “Methods for trapping and sampling small mammals for virologic testing”, Centers for Disease Control and Prevention.
   iii. Blood samples are collected into small vials (<2mL) and frozen as soon as possible.
c. Identifying individuals to species; assessing age, sex and reproductive condition; and taking standard measurements (e.g., hindfoot length and weight (using a spring scale)).
d. Marking individuals with either one numbered ear tag or a subcutaneous, RFID PIT tag (8-12 mm; Biomark, Inc.).
e. Other sample collection; one 2mm ear tissue sample, feces, and clipped whiskers and hair.

Training will emphasize safety with consideration given to both the safety of field technician, and the health and safety of the animal being handled.

The estimated number of trainees per year per domain is 4 – 8.
Deliverables:

For each completed training session, vendor will provide one copy of the training document, as described in “Acceptance Criteria” below.

6. Other Requirements

   a. **NEON Ownership** – Work performed under agreement(s) resulting from this solicitation will be considered “Work for Hire”. Ownership of intellectual property will be governed by the appropriate clause(s) of the attached Model Agreement - Exhibit D.

   b. **Acceptance Criteria** – Successful Offeror(s) will provide a document at the completion of each training session outlining topics discussed, a listing of NEON personnel attending the training and the outcome (pass/fail) of the training by individual. This training document will be provided within two weeks of completion of the training.

   c. **Quality and Audit** -

      i. NEON reserves the right to send an auditor to observe training sessions without prior notification.

      ii. NEON reserves the right to conduct internal post-training surveys of its field technicians to assess the effectiveness of the training provided.

   d. **NEON Furnished Property** – (none)

   e. **Security Requirements** – Offeror’s will specify if their proposed facility(s) have any specific security requirements that NEON personnel must comply with.

7. Appendices and Exhibits

   a. **Acronyms and Definitions**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>NEON</td>
<td>National Ecological Observatory Network</td>
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<tr>
<td>NEON Construction</td>
<td>Responsible for the construction of the NEON system</td>
</tr>
<tr>
<td>NEON Operations</td>
<td>Responsible for the operation of the NEON system for the 30 year lifecycle.</td>
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<tr>
<td>NEON, Inc.</td>
<td>The non-profit company responsible for the NEON system</td>
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<td>Observatory</td>
<td>The complete operating network of NEON systems, sensors and Protocols</td>
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<td>USDA</td>
<td>United States Department of Agriculture</td>
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<td>OLAW</td>
<td>Office of Laboratory Animal Welfare</td>
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<tr>
<td>IACUC</td>
<td>Institutional Animal Care and Use Committee</td>
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Exhibit B – Past Performance

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

<table>
<thead>
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<th>CLIENT NAME</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NO.</th>
<th>CONTRACT NO.</th>
<th>CONTRACT DATE</th>
<th>START DATE</th>
<th>END DATE</th>
<th>CONTRACT VALUE</th>
<th>CONTRACT TERMINATED? (Y/N) Explain in attachment</th>
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NAME AND ADDRESS OF OFFEROR

NAME OF SIGNER

TITLE OF SIGNER

OFFEROR (Signature of person authorized to sign)

DATE
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Training in Blood Sample Collection from Rodents
Exhibit C – Exceptions to Model Agreement

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. NATIONAL ECOLOGICAL OBSERVATORY NETWORK, INC, however, reserves the right to disqualify offers which deviate from the Solicitation, if the Offeror has no exceptions, please write “None” below.

List any exceptions to the Model Contract:

NAME AND ADDRESS OF OFFEROR

NAME OF SIGNER

TITLE OF SIGNER

OFFEROR (Signature of person authorized to sign)

DATE

C-1
NEON Confidential
Request for Proposal RFP-0179-FOP
Training in Blood Sample Collection from Rodents
Exhibit D – Model Agreement

This AGREEMENT ("Agreement") is made and entered into effective as of the ___th day of ___ 2014, by and between the National Ecological Observatory Network, Inc. (hereinafter "NEON"), 1685 38th Street, Suite 100, Boulder, CO 80301 a 501 (c) 3 nonprofit corporation headquartered in the State of Colorado, and Contractor, with offices at Address, City, State, Zip (hereinafter, "Contractor").

WHEREAS, the Contractor has the expertise to perform the activities on tasks related to an existing project as described in Exhibit A;

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the parties mutually agree as follows:

1. **Engagement.** NEON engages the Contractor to provide the services as outlined in this Agreement, and the Contractor agrees to provide these services in conformance with this Agreement.

2. **Scope of Services.** The Contractor shall use commercially reasonable efforts to accomplish the specific tasks within the specific time limitations outlined in Exhibit A, which is attached hereto and incorporated herein by reference. All such tasks are collectively referred to herein as "the Project."

3. **Funding Period.** Availability of funds for this Agreement covers the period from the effective date of the signed Agreement through Date. Additional periods are subject to written modifications executed by both parties.

4. **Reports, Oversights, and Ownership**

   a. The Contractor acknowledges and agrees that the work created by the Contractor were commissioned and created by the Contractor for NEON, and shall be considered a Work-For-Hire. The term "Work" shall refer to each of the materials created by the Contractor pursuant to this Agreement, whether or not ever used by or submitted to NEON.

   b. As a matter of policy and principle, the National Ecological Observatory Network is committed to the free and open scientific exchange of data.

      i. NEON data products and education resources are to be equally accessible to and usable by communities including scientists, educators, students, decision makers, and the general public, to the maximum extent allowed by applicable law and regulations

      ii. The Contractor acknowledges and agrees that NEON data developed, created, or otherwise arising under the Contract (NEON Data) shall be accessible to and usable by the Contractor for other purposes on the same basis and in the same time frame as all other communities. Such availability shall not precede NEON's posting of the data at its designated location (e.g. the NEON data portal).

      iii. It is expressly a violation of this clause for the Contractor to assert or attempt to exercise any proprietary or preferential right to or use of NEON Data.
c. The Contractor will make all its contributors and staff aware of such condition to avoid any potential dissemination of the data prior to publication by NEON (via the NEON data portal). The Contractor acknowledges that the federal government has a royalty-free right to utilize the Project data for federal purposes.

d. The Contractor gives NEON the right to publicize the Contractor’s support for this Project in press releases, publications, and other public communications upon consultation with the Contractor.

5. **Confidentiality**

Each party agrees to keep confidential and not disclose to any third party without the written consent of the other party any information identified as confidential or proprietary information identified as such by the disclosing party that may be revealed during the performance of this Agreement. This confidentiality clause shall indefinitely survive the termination of this Agreement.

6. **Term.** Unless sooner terminated or amended, the term of this Agreement is from the effective date through *Date*.

7. **Compensation.**

a. **Costs.** In return for the satisfactory performance of the timely services set forth in Exhibit A, NEON shall pay to the Contractor a total amount not to exceed *Amount* ($xx,xxx.xx) in accordance with the pricing schedule and timelines set forth in Exhibit B, as may be amended for additional work.

b. **Invoicing.** The Contractor shall submit invoices in accordance with this clause. In order to insure that the Contractor is reimbursed in a timely fashion, invoices must be sent by the 15th of each month to NEON to allow for processing. It is agreed and understood that all supporting documentation will be kept by the Contractor for a minimum of three (3) years after the close of the Agreement. The Contractor will make documentation available upon request to NEON or the federal agency in the event of a request from its auditors or any agency audit. Invoices may be sent via email to: *a-p@neoninc.org*

8. **Termination.**

a. **Failure to Receive Funding.** NEON may terminate any phase of this Agreement at any time upon notifying the Contractor that NEON has failed to receive the necessary funding for the next phase of the Project from the U.S. government. The Contractor will be paid for any expenses incurred or services performed prior to such termination.

b. **Disability, Death or Bankruptcy.** In the event that any “necessary individual” providing services on behalf of the Contractor shall be prevented from rendering services for NEON under this Agreement by reason of death or by reason of illness, disability, incapacity or injury for a period of thirty (30) consecutive days or more during the term of this Agreement, NEON may immediately terminate this Agreement by providing written notice to the Contractor. The
Contractor’s “necessary individuals” shall be specified by name in Exhibit B of this Agreement.

c. **Termination by NEON "For Cause".** Subject to the notice and cure provisions specified below, NEON shall have the right to terminate this Agreement for cause if the Contractor:
   i. materially breaches any obligations and agreements hereunder (including failure to perform any portion of the Project by the time limitations listed in any exhibit to this Agreement), or
   ii. commits and/or demonstrates gross neglect in the conduct of its duties hereunder, or
   iii. files for insolvency or bankruptcy during the term of this Agreement.

d. **Procedure for Termination for Cause.** In order to terminate this Agreement for cause, and as a condition to exercising such right to terminate for cause, NEON shall be obligated to give the Contractor at least ten (10) business days’ prior written notice of such intention to terminate, specifying in detail the grounds or reasons for such termination for cause. Following any such notice of termination for cause, the Contractor shall be permitted a reasonable opportunity, and NEON shall be obligated in good faith to permit the Contractor after receipt of such notice, to endeavor during such 10-day notice period to cure such claimed cause to the reasonable satisfaction of NEON.

e. **Termination for Convenience.** In order to terminate this Agreement for convenience and as a condition to exercising such right to terminate for convenience, NEON shall be obligated to give the Contractor at least ten (10) business days’ prior written notice of such intention to terminate. If the Agreement is terminated by NEON as provided herein, the Contractor shall be paid an amount equal to costs actually incurred by the Contractor prior to promptly stopping work as a result of such notice, including termination costs, plus a reasonable allowance for profit.

**Effect of Termination.** Upon termination of the Term of this Agreement, NEON shall be obligated to pay any fees and out-of-pocket expenses to the Contractor in accordance with the terms and provisions of this Agreement, accrued through the effective date of such termination. This Agreement shall thereafter remain in effect, however, with respect to any continuing obligations of the parties specifically provided for in this Agreement.

9. **Independent Contractor.** The Contractor’s relationship with NEON will be that of a Contractor and the Contractor will not act or represent itself to be acting in the capacity of an employee of NEON for any purpose whatsoever. This Agreement does not constitute a partnership, joint venture, or agency between the parties, nor shall either party be bound or become liable because of any representation, action, or omission of the other. Unless otherwise required by law, payment of the Contractor’s fees will be without withholdings by NEON, nor will NEON be responsible for providing the Contractor with any form of employee benefits.

10. **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless NEON, its customer, and those for whom NEON may act as agent from any and all costs, expenses, damages, and liabilities (including, without limitation, reasonable attorney’s fees) that NEON, its customer or such person may incur arising out of any claim by a third party of bodily injury, property damage or other injury or damage to the third party caused (a) by any defect in the products furnished by the Contractor hereunder or (b) by the negligent acts or omissions or willful
misconduct in the performance of the work by the Contractor.

11. **Patent, Copyright and Trademark Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless NEON, its customer, and those for whom NEON may act as agent from any and all costs, expenses, damages, and liabilities (including, without limitation, reasonable attorney’s fees) that NEON, its customer or such person may incur as a result of any proceedings charging infringement of any patent, copyright, or trademark by reason of sale or use of any supplies/services/data furnished by the Contractor. The Contractor shall have no liability regarding alleged patent infringement for supplies furnished to NEON in accordance with NEON’s design specifications.

12. **Force Majeure:** Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These cause shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export of import licenses or permits.

13. **Notices.** All notices required or permitted to be given under this Agreement shall be given by facsimile, e-mail, or by certified mail, return receipt requested, to the parties at the parties’ facsimile addresses, e-mail addresses, or mailing addresses noted below or to such other addresses as each party may designate in writing to the other parties:

   **NEON:**
   - Name
   - Organization
   - Address
   - City, State, Zip
   - email
   - Phone

   **Contractor:**
   - Name
   - Organization
   - Address
   - City, State, Zip
   - email
   - Phone

   Notice given by facsimile shall be deemed delivered when received and notice given by certified mail shall be deemed delivered 3 days after posting in the mail.

14. **Governing law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

15. **Assignment.** This Agreement shall inure to the benefit of and be binding upon each party hereto and their respective successors and assigns. This Agreement may not be assigned in whole or part by either party without the prior written consent of the other party, except upon merger, consolidation, sale or other transfer of all or substantially all of the assets of either party. Notwithstanding, NEON, at the direction of the National Science Foundation (NSF), may assign this Order to the NSF, the U. S. Government or other third party should a successor awardee be selected by the NSF.

16. **Compliance with Applicable Law.** Prior to performing any of the services under this Agreement, the Contractor shall comply with all federal, state, and local laws applicable to the Project.
Furthermore, because this Agreement passes through federal funds from NEON to the Contractor, it shall be administered in accordance with OMB Circulars A-110 and the cost principles of OMB A-122, OMB A-21 or 2 CFR, Chapter I, Chapter II, Part 200 et al. as applicable. If any term of this Agreement is held or determined by the parties to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and the parties shall meet in good faith to negotiate a replacement provision.

17. **Entire contract.** This Agreement constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by all parties.

18. **Non-waiver.** A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Dispute Resolution:** The parties specifically agree to the following dispute resolution procedures.

   a. **Negotiation between Executives.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiating between executives. If the executives are unable to reach a mutually acceptable resolution within thirty (30) calendar days after either party gives the other written notice of the dispute, then both parties will subject themselves to the mediation procedures set forth below, at the request of either party, before seeking any other means of resolving the dispute.

   b. **Mediation.** If either party invokes mediation, then the executives shall mutually agree upon a mediator in the State of Colorado. Each party shall propose a list of up to five (5) names within ten (10) business days of the date of the written notice invoking mediation. If any of the names are the same, the parties shall agree upon a mediator from the names they have jointly proposed. If none of the names are the same, then the party who initiates mediation shall select a mediator from the list provided by the non-initiating party. All lists of mediators shall include a full resume for each mediator named on the list. The parties shall complete the process of selecting a mediator within fifteen (15) business days of the date of the written notice invoking mediation. If the parties are unable to reach a mediated resolution within thirty (30) calendar days after selection of the mediator, then both parties will subject themselves to the arbitration procedures set forth below.

   c. **Arbitration.** Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, that cannot be resolved through mediation, shall be governed by and construed in accordance with State of Colorado law, and shall be referred to and finally resolved by arbitration under the Rules of the American Arbitration Association. The arbitration shall consist of a single arbitrator mutually agreed by the parties, or, in the absence of such agreement, each party shall select an arbitrator and those two arbitrators shall select a third arbitrator who shall arbitrate the dispute. Any arbitration shall take place in a mutually agreeable location in the State of Colorado. The
award of the arbitrator shall be final and binding. The parties waive any right to appeal the arbitration award to the extent a right to appeal may be lawfully waived. Each party retains the right to seek judicial assistance:

i. to compel arbitration;
ii. to obtain interim measures of protection pending or during arbitration; and
iii. to enforce any decision of the arbitrator, including the final award.

21. National Science Foundation (NSF) Sponsorship

a. NSF Approval. This Agreement, any amendments, and delivery orders therein may be subject to the approval of the National Science Foundation and award is contingent on their approval.

b. NSF Funding. This Agreement, any amendments and delivery orders may be contingent to funding by the National Science Foundation and any incurrence of cost in advance of authorized funds, without written approval by the NEON Contracts and Procurement Department, will not be accepted.

c. Binding. This Agreement does not bind nor purport to bind the National Science Foundation or any other federal government sponsors.

d. Communication. All communication and exchanges on this Agreement will be directed to NEON, who has privity of Agreement with the National Science Foundation. All communication with the National Science Foundation will be communicated exclusively through NEON at its discretion.

22. Certifications and Compliance

a. Debt and Debarment. In submitting its offer/proposal, the Contractor certifies that it is not delinquent on any Federal Debt.

b. Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


d. Pollution Control. The Contractor will comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seg.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seg. as amended), if the value of this
Contract is over $100,000.

e. **Flow Down**: The Contractor is responsible for including in any contracts with its Subcontractors any clauses and provisions necessary to fulfill The Contractor’s obligations under this Contract. The National Science Foundation requires that the inclusion of, as applicable, the following Articles of the Financial & Administrative Terms and Conditions as incorporated into NEON’s Cooperative Agreement into this Agreement. The following flow down requirements are incorporated in this Agreement by this reference, *(Effective March 7, 2014)*

The full text of these articles can be found at: [http://www.nsf.gov/pubs/policydocs/cafatc/cafatc_314.pdf](http://www.nsf.gov/pubs/policydocs/cafatc/cafatc_314.pdf)

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**Other Considerations**

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<td>Increasing Seat Belt Use in the United States</td>
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25. **Counterpart Execution; Facsimile Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile, portable document format (pdf) or similar electronic image-based format (collectively, “Facsimile”) and such Facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or Facsimile executions or a combination, shall be construed together and shall constitute one and the same agreement.

26. **Binding Agreement.** Both parties warrant that the person signing below has authority to bind the respective organizations and that the execution of this Agreement does not contravene any existing agreement to which either NEON or the Contractor is a party. Should this Agreement be funded by the National Science Foundation, this Agreement does not bind nor purport to bind the National Science Foundation, including its officers or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day, month, and year first written above.

**Contractor**

SIGNATURE:
NAME:
TITLE:
DATE:

**NATIONAL ECOLOGICAL OBSERVATORY NETWORK, Inc.**

SIGNATURE:
NAME:
TITLE:
DATE:
Request for Proposal RFP-0179-FOP
Training in Blood Sample Collection from Rodents
Exhibit E - Pricing Schedule

Preparation Instructions: Offeror shall complete this pricing schedule, representing a firm, fixed price for a one day training session in accordance with the attached Statement of Work, Exhibit A. Prices shown in the pricing schedule are to include all labor, materials, incidentals, overhead and fee or profit associated with each one day session. In the event that Offeror is proposing training at more than one facility, Offeror will complete a pricing schedule for each location being proposed.

Offeror Name ____________________________________________________
Offeror Address __________________________________________________
City _____________________________ State_________ Zip ______________
Offeror DUNS No. _____________________________________
Contact Name _______________________________________________
Contact Phone No. ______________________________
Contract email Address _______________________________________

Physical Location of Training Facility:
Address ____________________________________________________________
City _____________________________ State_________ Zip ______________

We propose to furnish training for the following domain locations from this facility: __________
_______________________________________

(Continue to Page E-2)
In accordance with the terms and conditions of this Request for Prices, we propose to furnish training for the fixed sum of:

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<th>2015</th>
<th>2016 (Option)</th>
<th>2017 (Option)</th>
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<tbody>
<tr>
<td>One Day Training Session Base Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(Base Cost will apply to the first ____ students)</td>
<td></td>
<td></td>
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<tr>
<td>Price per student attending above the base cost listed above</td>
<td>$</td>
<td>$</td>
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Maximum number of students that can be accommodated at each session ____________

Exceptions or clarifications (if any) to the Statement of Work ________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

E-2
NEON Confidential
Request for Proposal RFP-0179-FOP
Training in Blood Sample Collection from Rodents
Exhibit F - Contractor/Supplier Business Self-Assessment

Date ________________

Name of Firm: ____________________________________________________________
Tax Identification No.: ____________________________   DUNS No. ____________________________
Organization Type:  □  Contractor    □  Service Supplier    □  Research Organization    □  Other
Telephone No:  ________________________  Company Website ________________________________

SERVICES PERFORMED: _________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

PERSON COMPLETING EVALUATION
Name:  _______________________________________________________________________________
Signature:  ____________________________________________________________________________
Title: ________________________________________________________________________________
e-mail Address:  _____________________________________________________

Is the person identified above responsible for the day-to-day management and policy decision making, including, but not limited to financial and management decisions?  □  Yes  □  No  (If “No, provide the name and contact information of the person who has this authority)
_____________________________________________________________________________________

QUALITY ASSURANCE REPRESENTATIVE
Name:  _______________________________________________________________________________
e-mail Address:  _______________________________________________________________________

SUPPLIER CERTIFIES THAT IT IS (Check all that apply)
□  Small Business Concern □  Black American Owned
□  SBA Certified Disadvantaged Business □  Hispanic American Owned
□  Veteran Owned Small Business □  Native American Owned
□  Woman Owned Small Business □  Asian American Owned
□  Other (Specify) ______________________________________________________________________

If SBA Certified, please attach SBA certification

Notice of Penalty – Under 15 U.S.C. 6459d), any person who misrepresents a firm’s status as a small, small disadvantaged, or woman owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act, or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (i) be punished by imposition of fine, imprisonment, or both; (ii) be subject to administrative remedies, including suspension and debarment; and (iii) be ineligible for participation in programs conducted under the authority of the Act (FAR 52.219-1(d) 2)
GENERAL INFORMATION

1. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Corporation
   ☐ Other (Specify): _______________________________________________________________

2. Years in Business: ___________________

3. Number of Full-time Permanent Employees: ___________________

4. List numbers and types of personnel (i.e. scientists, engineers, quality, safety, administrative) employed by your company:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

5. Gross Receipts of the Firm for the Last Three Years:
   a. Year 1 Ending ______ Gross Receipts $ _________________
   b. Year 2 Ending ______ Gross Receipts $ _________________
   c. Year 2 Ending ______ Gross Receipts $ _________________

6. Facilities (in Square Footage): Total ____________ Offices ____________
   Research/Laboratory ____________ Warehouse ____________
   Other (specify): ____________________________________

7. Worker’s Comp Safety Record for the past three years:
   a. List your company’s Experience Modification Rate (EMR)
   b. List your company’s Incidence Rate (IRR)
   c. List your company’s Lost Day Case rate (LDCR)

OFFER SPECIFIC INFORMATION

1. In what geographical area(s) is your company licensed to do business: ___________________
   __________________________________________________________________________

2. If your company has multiple office locations, indicate the location of the office that would be responsible for this work:
   __________________________________________________________________________
Address: ____________________________________________________________
City ___________________________ State _______________ Zip ____________
Phone No: __________________________
Contact/Manager: ____________________________________________________

3. Litigation/Claims:
   If the answer to any of the following questions is “yes”, attach a separate sheet listing the
   Project or contract, date of completion with a full explanation.

   a. Has your company ever failed to complete any work awarded to it? □ Yes □ No

   b. Has your company ever failed to substantially complete a project in a timely manner? □ Yes
      □ No

   c. Has your company filed any denied or unresolved claims within the last five years? □ Yes
      □ No

   d. Has your company been involved in any suits or arbitration proceedings within the last five
      years? □ Yes □ No

   e. Are there currently any judgments, claims, arbitration proceedings or suits pending or
      outstanding against your company, its officers, owners, partners or agents? □ Yes □ No

   f. Has your present company, its officers, owners, partners or agents ever been convicted of
      charges relating to conflicts of interest, bribery, or violations of the Anti-Trust Act □ Yes
      □ No

   g. Has your present company, its officers, owners, partners or agents ever been barred from
      bidding on or performing any public work? □ Yes □ No

4. Conflict of Interest
   If the answer to any of the following questions is “yes”, attach a separate sheet providing
   details.

   a. Does your company have any contracts, agreements, understandings, holdings, stock or
      bond ownership, interest in other firms, or any other relationship of any kind that could be
      construed as an apparent or actual conflict of interest with regard to any future
      agreement(s) with NEON, Inc.? □ Yes □ No

   b. Does any company officer, owner, agent, partner or employee have any contracts,
      agreements, understandings, holdings, stocks or bond ownership, interest in other firms, or
      any other relationship of any kind that could be construed as an apparent or actual conflict
      of interest with regard to any future agreement(s) with NEON, Inc.? □ Yes □ No
4. Insurance Requirements for work on NEON Controlled Sites: Does your company have now, or can it obtain, prior to award of an agreement, insurance with the minimum limitations as indicated in the attached Model Agreement? □ Yes □ No

CUSTOMER RELATIONSHIP (This information is confidential to NEON Procurements and Contracts. It is not mandatory, and will be used only to assess NEON’s potential position in your customer base.)

List the top 5 current customers you do business with, note if you have a contract in place with the customer, provide last year’s revenue with each, and estimate this year’s business:

1. Name: ___________________________________________ Contract: □ Yes □ No
   Does the contract preclude business or a contract with NEON? □ Yes □ No
   Last year’s annual Income $ ___________ Estimate of this year’s annual income $ __________

2. Name: ___________________________________________ Contract: □ Yes □ No
   Does the contract preclude business or a contract with NEON? □ Yes □ No
   Last year’s annual Income $ ___________ Estimate of this year’s annual income $ __________

3. Name: ___________________________________________ Contract: □ Yes □ No
   Does the contract preclude business or a contract with NEON? □ Yes □ No
   Last year’s annual Income $ ___________ Estimate of this year’s annual income $ __________

4. Name: ___________________________________________ Contract: □ Yes □ No
   Does the contract preclude business or a contract with NEON? □ Yes □ No
   Last year’s annual Income $ ___________ Estimate of this year’s annual income $ __________

5. Name: ___________________________________________ Contract: □ Yes □ No
   Does the contract preclude business or a contract with NEON? □ Yes □ No
   Last year’s annual Income $ ___________ Estimate of this year’s annual income $ __________

SUPPLIER/SUBCONTRACTOR/CONSULTANT/COLLABORATOR RELATIONSHIPS: (This information is confidential to NEON Procurement and Contracts. It is not mandatory.)

List the top 5 suppliers you do business with, whether for materials or outside services of any kind, note if you have a contract in place with the supplier, provide last year’s spending with each supplier and an estimate of this year’s spending.

1. Name: ________________________________ Contract: □ Yes □ No
   Goods/Services Purchased ______________________________________
   Amount Spent Last Year $ ______________ Estimate of this year’s spend $ ______________

2. Name: ________________________________ Contract: □ Yes □ No
   Goods/Services Purchased ______________________________________
   Amount Spent Last Year $ ______________ Estimate of this year’s spend $ ______________
Goods/Services Purchased ________________________________
Amount Spent Last Year $ ____________ Estimate of this year’s spend $ ____________

3. Name: ____________________________________________ Contract: □ Yes □ No
   Goods/Services Purchased ________________________________
   Amount Spent Last Year $ ____________ Estimate of this year’s spend $ ____________

4. Name: ____________________________________________ Contract: □ Yes □ No
   Goods/Services Purchased ________________________________
   Amount Spent Last Year $ ____________ Estimate of this year’s spend $ ____________

5. Name: ____________________________________________ Contract: □ Yes □ No
   Goods/Services Purchased ________________________________
   Amount Spent Last Year $ ____________ Estimate of this year’s spend $ ____________