



THE SECRETARY OF HEALTH AND HUMAN SERVICES
WASHINGTON, D.C. 20201

December 17, 2012

Ms. Carolyn N. Lerner
Special Counsel
U.S. Office of Special Counsel
1730 M Street, NW, Suite 300
Washington, D.C. 20036-4505

Re: OSC File No. DI-12-3737

Dear Ms. Lerner:

This is in response to your letter, dated August 14, 2012, which described a whistleblower's disclosure to your office involving the authority of two contracting officers to enter into a series of contracts on behalf of the National Institutes of Health (NIH). NIH investigated the whistleblower's disclosure and determined that the issues at hand are without merit and constitute no violation of law, rule, or regulation.

Please accept the enclosed report as the formal response to your inquiry.

I appreciate the whistleblower's concerns and the opportunity to provide this response.

Sincerely,

A handwritten signature in black ink, which appears to read "Kathleen Sebelius". The signature is written in a cursive, flowing style.

Kathleen Sebelius

Enclosure

1911



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
National Institutes of Health

RESPONSE TO U.S. OFFICE OF SPECIAL COUNSEL
FILE NUMBER DI-12-3737

I. SUMMARY OF THE INFORMATION WITH RESPECT TO WHICH THE INVESTIGATION WAS INITIATED

This report is in response to a letter from the U.S. Office of Special Counsel (OSC) to the Honorable Kathleen Sebelius, Secretary of the Department of Health and Human Services (HHS), regarding a whistleblower disclosure that employees at the National Institutes of Health (NIH) are engaging in conduct that may constitute a violation of law, rule, or regulation, gross mismanagement, gross waste of funds, or abuse of authority.

Ms. Monica Hughes, a realty specialist at the NIH Office of Research Facilities (ORF) Office of Acquisition Services, alleged to the OSC that Mr. Pat Rice and Ms. Donna Ouellet, Real Estate Contracting Branch (RECB) contracting officers, have inappropriately entered into a series of goods and services contracts on behalf of NIH, which they lack the authority to do.

The allegations involve lease and contract actions related to the NIH Biomedical Research Center project at the Johns Hopkins Bayview Medical Center Campus in Baltimore, Maryland. Specifically, Ms. Hughes alleged that the two RECB contracting officers:

- 1) Only have the authority to enter into contracts for the acquisition of leasehold interests in real property, and lack the authority to enter into contracts for goods and services;
- 2) Entered into a series of goods and services contracts with George S. Hall, Inc. (GSH) that places them in violation of Federal Acquisition Regulation (FAR) 1.602-1, which stipulates that contracting officers may not exceed their contracting authority; and
- 3) May bring potential harm to NIH as a result of this violation, as FAR 1.602-3 stipulates that a contractual commitment entered into by a contracting officer lacking the legal authority to make such a commitment renders the contract non-binding.

Based on applicable law and regulations, NIH's investigation of Ms. Hughes' assertions, and expert opinions of the NIH Office of Human Resources (OHR) and the NIH Head of the Contracting Activity (HCA), NIH reports that the allegations are without merit. Further, the actions of the two NIH contracting officers do not constitute a violation of law, rule, or regulation, gross mismanagement, gross waste of funds, or an abuse of authority.

II. BACKGROUND

Congress expressly authorized the NIH Director to “enter into and administer a long-term lease for facilities for the purpose of providing laboratory, office and other space for biomedical and behavioral research at the Bayview Campus in Baltimore, Maryland” Consolidated Appropriations Act, 2001, Pub. L. No. 106-554, app. A, tit. II, § 221, 114 Stat. 2763, 2763A-30, (2000). This authority may be exercised “...[n]otwithstanding any other provision of law,” *id.*, reflecting congressional intent to exempt the NIH’s acquisition of leased space at the Bayview

Campus from the normal requirements applicable to an agency's acquisition of leased space, including the prospectus approval and competition requirements. (See Appendix A).

On June 15, 2001, NIH entered into a lease with FSK Land Corporation¹ (FSK), through which FSK agreed to construct a biomedical research facility and lease that facility to NIH. FSK later assigned the lease to BRC Lease Company LLC (BRC) on May 20, 2004.

On June 27, 2008, NIH issued a cure notice² to BRC on the basis that it failed to provide required maintenance and warranty services and withheld facility service provider fees due and payable to George S. Hall, Inc. (GSH).³ Subsequently on July 17, 2008, NIH and GSH put in place a contract payment vehicle that incorporated the terms and conditions previously established in the NIH lease with BRC. On August 11, 2008, NIH issued a default notice to BRC citing that BRC had not demonstrated diligence or promptness to correct the failures in accordance with the cure notice and, therefore, rent payments to BRC would be offset in the amount necessary to cure the default. This action remedied BRC's failure to perform under the lease and mitigated the risks to the NIH mission, and the facility's occupants, animals, and science had the facility services been interrupted.

III. INVESTIGATION METHODOLOGY

The NIH Office of Management Assessment (OMA), Office of Acquisition and Logistics Management (OALM), and OHR coordinated this report in response to OSC's inquiry. OMA, OALM, and OHR are components of the NIH Office of Management within the Office of the Director.

In compliance with OSC policy, representatives from OMA and the Director of the Division of Acquisition Policy and Evaluation (DAPE) interviewed Ms. Hughes. ORF provided information regarding the history, facts, and circumstances surrounding the contract in question. OMA requested expert opinions from OHR and the Director of OALM, who is also the NIH HCA, to address the questions of OSC. (See Appendix B (questions presented to NIH experts)). Specifically, NIH OHR provided an expert opinion regarding OPM classification standards for GS-1102 and GS-1170 contracting officers relative to acquiring construction services for property leased by the NIH. (See Appendix C). The NIH HCA provided an expert opinion on the authority of the contracting warrants she issued to the NIH contracting officers (See Appendix D).

¹ FSK is a non-stock corporation whose members are the Johns Hopkins University and the Johns Hopkins Health Systems Corporation.

² A cure notice is issued by the government to inform a contractor that the government considers the contractor's failure a condition that is endangering performance of the contract. The cure notice specifies a period (typically 10 days) for the contractor to remedy the condition. If the condition is not corrected within this period, the cure notice states that the contractor may face the termination of its contract for default. (GAO-08-738T pg. 9 n. 17)

³ On May 10, 2007, BRC and GSH entered into a service contract for facilities management services. The service contract between BRC and GSH was incorporated into the NIH lease with BRC on May 30, 2007, through Supplemental Lease Agreement 24.

IV. FINDINGS

In pertinent part, the NIH OHR concluded that:

As Realty Specialists may use contractual instruments and delegated authorities to acquire, lease, or manage property on behalf of the Federal government, it is the conclusion of OHR that the question under review is not a classification issue, but rather a question that relates to the clarification of the nature and scope of the contracting warrants and delegations of authority by management within the incumbents' organization.

The NIH HCA concluded that Public Law 106-54 Section 221, coupled with the contracting officers' warrants, provided both Mr. Rice and Ms. Ouellet the requisite authority to enter into contracts for goods and services in connection with the BRC/GSH lease.

With respect to the specific claims raised by Ms. Hughes, NIH finds as follows:

(1) Mr. Rice and Ms. Ouellet only have the authority to enter into contracts for the acquisition of leasehold interests in real property, and lack the authority to enter into contracts for goods and services: This is not correct.

In general, Federal agencies are required to follow the policies and procedures prescribed by the General Services Administration Acquisition Regulation (GSAR) when operating under a General Services Administration (GSA) Delegation of Authority (DOA) to enter into a lease and procure building alterations or related goods and services. For that reason, Lease Contracting Officer (LCO) warrants usually contain words of limitation that prevents them from contracting with any other entity other than the lessor to procure building alterations or related goods and services.

In fact, the older version of Mr. Rice's warrant, dated March 22, 2006 (which was submitted by Ms. Hughes), identified Mr. Rice as a LCO and included the following language: "This appointment as lease contracting officer allows you to award and administer contracts of unlimited dollar value for the acquisition of leasehold interests in real property and the alteration of space in building... provided the alterations are performed by the Lessor." However, the NIH was not operating under a typical GSA DOA in this instance: The NIH was operating pursuant to direct statutory authority and was not bound by the policies and procedures prescribed by the GSAR.

As noted earlier, section 221 of Public Law No. 106-54 provides, "Notwithstanding any other provision of law, the Director, National Institutes of

Health, may enter into and administer a long-term lease for facilities for the purpose of providing laboratory, office and other space for biomedical and behavioral research at the Bayview Campus in Baltimore, Maryland. . ." Although the term administer is not defined in the legislation, it is reasonable to interpret the term to include modifications that are necessary during the term of the lease to ensure that any building defects are properly remediated and that the building is made fit for both human and animal use to meet mission objectives, as required by the NIH.

Hence, it follows that the NIH entered into a lease with BRC and was obtaining lease-related goods and services from GSH through BRC (the Lessor). By early 2008, BRC failed to pay GSH for its services, thereby bringing the requisite building rehabilitation work to a halt and compromising the health and safety of the personnel and animals located on the premises.

In order to address those concerns, and acting under section 221 of Public Law No. 106-54, Section 221, the NIH broadened Mr. Rice's contracting authority in order to allow him to contract directly with GSH and obtain the essential goods and services required to protect human and animal life, as well as support overall program operations.

Mr. Rice's warrant, dated May 9, 2008, expanded his authority by: (a) removing the word "lease" before "contracting officer" to delegate a broader range of contracting authority; (b) removing the requirement that alterations be "performed by the Lessor;" and (c) adding "acquisition actions" to the warrant language, thereby clarifying that Mr. Rice may execute all types of acquisition actions and not just those connected to a lease. (See Appendix E (contracting officer warrants for Mr. Rice and Ms. Ouellet)).

Section 221 of Public Law No. 106-54, together with their Contracting Officer warrants, provided both Mr. Rice and Ms. Ouellet the requisite authority to enter into contracts for goods and services in connection with the BRC/GSH lease.

(2) Mr. Rice and Ms. Ouellet entered into a series of goods and services contracts with GSH that place them in violation of Federal Acquisition Regulation (FAR) 1.602-1, which stipulates that Contracting Officers may not exceed their contracting authority: This is not correct.

As explained above, Mr. Rice and Ms. Ouellet had the authority to not only enter into, but also administer the BRC/GSH lease pursuant to Public Law 106-54, Section 221 and their respective Contracting Officer warrants. A review of the subject lease agreement, along with its respective modifications, did not reveal any

contracting activities found to be extraordinary in regards to the administration of a building lease.

(3) Mr. Rice and Ms. Ouellet may bring potential financial harm to NIH as a result of this violation, as FAR 1.602-3 stipulates that a contractual commitment entered into by a Contracting Officer lacking the legal authority to make such a commitment renders the contract non-binding: This is not correct.

Because Mr. Rice and Ms. Ouellet both had the requisite legal authority to enter into and administer the BRC/GSH lease (as explained above), lack of authority to contract is not at issue. Therefore, the NIH has not suffered any related financial harm.

V. CONCLUSION

NIH's investigation into the history, facts, and circumstances surrounding the contract actions related to the NIH Biomedical Research Center project at the Johns Hopkins Bayview Medical Center Campus shows that there was no violation of law, rule, or regulation. Accordingly, NIH has not planned or initiated actions in response to the OSC letter.

(2) enter into reimbursable agreements with the Department of State using any funds appropriated to the Department of Health and Human Services, for the purposes for which the funds were appropriated in accordance with authority granted to the Secretary of Health and Human Services or under authority governing the activities of the Department of State.

(b) In exercising the authority set forth in subsection (a)(1), the Secretary of Health and Human Services—

(1) shall not award contracts for performance of an inherently governmental function; and

(2) shall follow otherwise applicable Federal procurement laws and regulations to the maximum extent practicable.

SEC. 221. Notwithstanding any other provision of law, the Director, National Institutes of Health, may enter into and administer a long-term lease for facilities for the purpose of providing laboratory, office and other space for biomedical and behavioral research at the Bayview Campus in Baltimore, Maryland: *Provided*, That the House and Senate Appropriations Committees will be notified of the terms and conditions of the lease upon its execution.

SEC. 222. Of the funds appropriated in this Act for the National Institutes of Health, \$5,800,000 shall be transferred to the Office of the Secretary, General Departmental Management to support the newly established Office for Human Research Protections.

SEC. 223. Section 487E(a)(1) of the Public Health Service Act is amended by striking "as employees of the National Institutes of Health".

SEC. 224. Notwithstanding any other provision of law relating to vacancies in offices for which appointments must be made by the President, including any time limitation on serving in an acting capacity, the Acting Director of the National Institutes of Health as of January 12, 2000, may serve in that position until a new Director of the National Institutes of Health is confirmed by the Senate.

SEC. 225. The National Neuroscience Research Center to be constructed on the National Institutes of Health Bethesda campus is hereby named the John Edward Porter Neuroscience Research Center.

This title may be cited as the "Department of Health and Human Services Appropriations Act, 2001".

APPENDIX B

The NIH OHR provided an expert opinion regarding OPM classification standards for GS-1102 and GS-1170 contracting officers in the context of the following questions.

1. Based on the position descriptions of Mr. Rice and Ms. Ouellet, are they precluded from acquiring construction services for property leased by the NIH for the purpose of curing structural deficiencies or otherwise altering the leased space to meet the needs of the tenant?
2. Do the classification standards restrict the authority to acquire the services in question directly from a third party rather than the lessor?

The NIH HCA provided an expert opinion on the authority of the contracting warrants she issued to the NIH contracting officers in the context of the following questions.

1. Did Mr. Rice and Ms. Ouellet have the authority to enter into contracts for the acquisition of leasehold interests in real property and lack the authority to enter into contracts for goods and services?
2. Did Mr. Rice and Ms. Ouellet possess the appropriate warrants to sign contract HHSN292200800002L and its modifications?
3. Did Mr. Rice and Ms. Ouellet enter into a contract with GSH that placed them in violation of 48 C.F.R. 570.5?
4. Did Mr. Rice and Ms. Ouellet enter into a series of goods and services contracts with GSH that placed them in violation of FAR 1.602-1, which stipulates that contracting officers may not exceed their contracting authority?
5. Did Mr. Rice and Ms. Ouellet bring financial harm to NIH? If yes, what is the effect of violating 48 C.F.R. 570.5 and/or FAR 1.602-1?

APPENDIX C

The NIH OHR provided the following response.

Positions in the Realty Series, GS-1170, TS-125 August 1993 and the Contracting Series, GS-1102 TS-71 December 1983 are both classified to the GS-1100 Business and Industry Group by the Office of Personnel Management (OPM).

The OPM classification standard states that the GS-1102 Contracting series "... includes positions that manage, supervise, perform, or develop policies and procedures for professional work involving the procurement of supplies, services, construction, or research and development using formal advertising or negotiation procedures; the evaluation of contract price proposals; and the administration or termination and close out of contracts." The GS-1170 Realty Series "...includes positions the primary duties of which are to perform, advise on, plan, or direct one or more of the following functions: (1) acquisition of real property; (2) management of real property in (a) the administration of Federally owned, Indian-owned, leased, or consigned space or property, or (b) preparation for disposal; or (3) disposal of real property."

Exclusions in the GS-1170 Realty series include "positions primarily concerned with the procurement of goods or services *other than* real estate that involve professional knowledge of contracting rules and regulations and of business and industry practices to the Contracting Series, GS-1102." Exclusions to the GS-1102 contracting series include "Positions responsible for the acquisition of real estate by purchase, leasing, rental, exchange, or donation; or the disposal of real estate by sale, transfer, exchange, grant, or rental...".

The two series are related, as they are in the same GS-1100 job family, and OPM provides for flexibility in series determination. Specifically, the GS-1170 Realty series covers positions responsible for acquiring, managing, and/or disposing of real property and positions responsible for managing and disposing of real property acquired. The standard further states that Realty Specialists may perform work involving a combination of the functional areas of acquisition, management, and disposal and may be responsible for all realty actions for their assigned properties, from the beginning of the acquisition process through disposal. Real estate transactions typically fall within the Federal Acquisition Regulations [sic], and must comply with Federal regulations and legislation relating to competitive procurement and sole source selection processes. The standard states that Realty Specialists may prepare and execute, or secure the execution of, the appropriate documents or instruments to complete the acquisition.

At Factor Level 1-8, under Knowledge Required by the Position, the GS-1170 classification standard states that Realty Specialists apply new theories and standards to problems not susceptible to treatment by accepted and established realty practices and procedures and use knowledge and skills to analyze and resolve conflicts in policy and program objectives and/or problems in very complex or controversial transactions involving complex negotiations. Under "Supervisory Controls" at Factor Level 2-5, the standard states that specialists plan, design, and carry out major projects and studies, or major portions of realty programs. The supervisor

APPENDIX C

considers the work technically authoritative and normally accepts results without significant change. Under Guidelines, Factor level 3-4 states that a specialist uses initiative and ingenuity to deviate from accepted real estate practices; to reconcile or balance conflicting space needs, use of facilities; or to comply with various regulatory requirements and devise innovative approaches to negotiating compensation or other terms of contracts, leases, and agreements for complex and unique properties.

Therefore, as Realty Specialists may use contractual instruments and delegated authorities to acquire, lease, or manage property on behalf of the Federal government, it is the conclusion of OHR that the question under review is not a classification issue, but rather a question that relates to the clarification of the nature and scope of the contracting warrants and delegations of authority by management within the incumbents' organization.

The NIH HCA provided the following response.

Purpose. This document was prepared in response to the subject Request for Expert Opinion, dated September 27, 2012 – concerning allegations that Mr. Pat J. Rice and Ms. Donna M. Ouellet, Contracting Officers within the Office of Research Facilities (ORF), exceeded their contracting authority.

Background. The Division of Program Integrity within the Office of Management Assessment (OMA) received allegations from the U.S. Office of Special Counsel stating that Mr. Rice and Ms. Ouellet inappropriately entered into a series of goods and services contracts on behalf of NIH without the authority to do so. Through preliminary research, OMA determined that allegations involved contract HHSN292200800002L and its modifications.

In brief, Ms. Monica Hughes alleged that Mr. Rice and Ms. Ouellet exceeded their contracting authority by entering into a series of goods and services contracts with a construction company, George S. Hall, Inc. (GSH), for the repair of structural deficiencies found in a building that NIH leased from BRC Lease Co. (BRC), located at 251 Bayview Boulevard, Baltimore, Maryland.

More specifically, Ms. Hughes alleged that Mr. Rice and Ms. Ouellet: (1) only have the authority to enter into contracts for the acquisition of leasehold interests in real property, and lack the authority to enter into contracts for goods and services; (2) entered into a series of goods and services contracts with GSH that place them in violation of Federal Acquisition Regulation (FAR) 1.602-1, which stipulates that Contracting Officers may not exceed their contracting authority; and (3) may bring potential financial harm to NIH as a result of this violation, as FAR 1.602-3 stipulates that a contractual commitment entered into by a Contracting Officer lacking the legal authority to make such a commitment renders the contract non-binding.

Response. Each of the above allegations is addressed in turn, as provided below:

(1) Mr. Rice and Ms. Ouellet only have the authority to enter into contracts for the acquisition of leasehold interests in real property, and lack the authority to enter into contracts for goods and services: This is NOT correct.

In general, Federal agencies are required to follow the policies and procedures prescribed by the General Services Administration Acquisition Regulation (GSAR) when operating under a General Services Administration (GSA) Delegation of Authority (DOA) to enter into a lease and procure building alterations or related goods and services. For that reason, Lease Contracting Officer (LCO) warrants usually contain words of limitation that prevents them from contracting with any other entity other than the lessor to procure building alterations or related goods and services.

APPENDIX D

In fact, the older version of Mr. Rice's warrant, dated March 22, 2006 (which was submitted by Ms. Hughes), identified Mr. Rice as a LCO and included the following language: "This appointment as *Lease Contracting Officer* allows you to award and administer contracts of [xxxx] dollar value for the acquisition of leaseholds interests in real property and the alteration of space in building... *provided the alterations are performed by the Lessor.*" However, the NIH was not operating under a typical GSA DOA in this instance: The NIH was operating pursuant to direct statutory authority and was not bound by the policies and procedures prescribed by the GSAR.

Public Law 106-54, Section 221 expressly states that "Notwithstanding any other provision of law, the Director, National Institutes of Health, may enter into and *administer* a long-term lease for facilities for the purpose of providing laboratory, office and other space for biomedical and behavioral research at the Bayview Campus in Baltimore, Maryland. . ." Please see Attachment 1. Although the term *administer* is not defined in the legislation, it is reasonable to interpret the term to include modifications that are necessary during the term of the lease to ensure that any building defects are properly remediated and that the building is made fit for both human and animal use to meet mission objectives, as required by the NIH.

Hence, it follows that the NIH entered into a lease with BRC and was obtaining lease-related goods and services from GSH through BRC (the Lessor). By early 2008, BRC failed to pay GSH for its services, thereby bringing the requisite building rehabilitation work to a halt and compromising the health and safety of the personnel and animals located on the premises.

In order to address those concerns, and acting under Public Law 106-54, Section 221, the NIH broadened Mr. Rice's contracting authority in order to allow him to contract directly with GSH and obtain the essential goods and services required to protect human and animal life, as well as support overall program operations. Mr. Rice's new warrant, dated May 9, 2008, expanded his authority by: (a) removing the word "*lease*" before "*contracting officer*" to delegate a broader range of contracting authority; (b) removing the requirement that alterations be "*performed by the Lessor;*" and (c) adding "*acquisition actions*" to the warrant verbiage, thereby clarifying that Mr. Rice may execute all types of acquisition actions and not just those connected to a lease. Please see Attachment 2 for a copy of Mr. Rice's and Ms. Ouellet's Contracting Officer warrants.

Therefore, Public Law 106-54, Section 221, coupled with their Contracting Officer warrants, provided both Mr. Rice and Ms. Ouellet the requisite authority to enter into contracts for goods and services in connection with the BRC/GSH lease.

(2) Mr. Rice and Ms. Ouellet entered into a series of goods and services contracts with GSH that place them in violation of Federal Acquisition Regulation (FAR) 1.602-1, which stipulates that Contracting Officers may not exceed their contracting authority: This is NOT correct.

As explained above, Mr. Rice and Ms. Ouellet had the authority to not only enter into, but also administer the BRC/GSH lease pursuant to Public Law 106-54, Section 221 and their respective Contracting Officer warrants. A review of the subject lease agreement, along with its respective modifications, did not reveal any contracting activities found to be extraordinary in regards to the administration of a building lease.

(3) Mr. Rice and Ms. Ouellet may bring potential financial harm to NIH as a result of this violation, as FAR 1.602-3 stipulates that a contractual commitment entered into by a Contracting Officer lacking the legal authority to make such a commitment renders the contract non-binding: This is NOT correct.

Because Mr. Rice and Ms. Ouellet both had the requisite legal authority to enter into and administer the BRC/GSH lease (as explained above), lack of authority to contract is not at issue. Therefore, the NIH has not suffered any related financial harm.

Certificate of Appointment

Under authority vested in the undersigned and in conformance with
Subpart 1.6 of the Federal Acquisition Regulation

Pat J. Rice

is appointed

Contracting Officer

for the

United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

This appointment as lease contracting officer allows you to award and administer contracts of unlimited dollar value for the acquisition of leasehold interests in real property and the alteration of space in building which the National Institutes of Health has leased provided the alterations are performed by the Lessor. Exercise of this appointment is limited to the real estate leasing actions for which you hold a written delegation of authority and shall be executed in accordance with all requirements of Federal law, Executive Order, the Federal Property Management Regulations, and the General Services Administration Acquisition Regulation and applicable NIH policy and procedure.

Unless sooner terminated, this appointment is
effective as long as the appointee is assigned to:

Office of Acquisition Services, ORS

(Organization)

National Institutes of Health

(Agency/Department)

Diane J. Frasier

Diane J. Frasier, Head of the
Contracting Activity

NSA01640-01-102-5515
1402-101

14 March 2006
(Date)

Juanita M. Heller-Mildenberg

Juanita Mildenberg, Acting Director, Office of
Research Facilities Development & Operations Services

22 March 2006
(Date)

(No.)

STANDARD FORM 1402 (10-03)
Prescribed by GSA
FAR (48 CFR), 63.201-1

Attachment #1
(4 Pages)

The NIH HCA attached the following four warrants to her response.

Certificate of Appointment

Under authority vested in the undersigned and in conformance with
Subpart 1.6 of the Federal Acquisition Regulation

Pat J. Rice

is appointed

Contracting Officer

for the

United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:
This appointment as contracting officer allows you to award and administer contracts of unlimited dollar value for the acquisition of real property, leasehold interests and lease alterations. Exercise of this appointment is limited to the real estate leasing and acquisition actions for which you hold a written delegation of authority and shall be executed in accordance with all requirements of Federal law, Executive Order, the Federal Property Management Regulations, and the General Services Administration Acquisition Regulation and applicable NIH policy and procedure.

Unless sooner terminated, this appointment is
effective as long as the appointee is assigned to:

Office of Acquisition Services, ORS
(Organization)

National Institutes of Health

(Agency/Department)

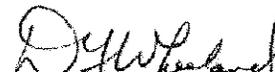


Diane J. Frasier, Head of the
Contracting Activity

30 April 2008

NSN7540-01-152-5815
1402-101

(Date)



Dan Wheeland, Director, Office of Research
Research Facilities Development & Operations

9 May 2008

(Date)

2008-67

(No.)

STANDARD FORM 1402 (10-63)
Prescribed by GSA
FAR (48 CFR), 53.201-1

Certificate of Appointment

Under authority vested in the undersigned and in conformance with
Subpart 1.6 of the Federal Acquisition Regulation

Donna M. Ouellet

is appointed

Contracting Officer

for the

United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

This appointment as contracting officer allows you to award and administer contracts up to \$1,000,000 in value for the acquisition of real property, leasehold interests and lease alterations. Exercise of this appointment is limited to the real estate leasing and acquisition actions for which you hold a written delegation of authority and shall be executed in accordance with all requirements of Federal law, Executive Order, the Federal Property Management Regulations, and the General Services Administration Acquisition Regulation and applicable NIH policy and procedure.

Unless sooner terminated, this appointment is
effective as long as the appointee is assigned to:

Office of Acquisition Services, ORF

(Organization)

National Institutes of Health

(Agency/Department)



Diane J. Frasier, Head of the
Contracting Activity

23 November 2009
(Date)



Dan Wheeland, Director, Office of Research
Research Facilities Development & Operations

2 December 09
(Date)

2009-126

(No.)

Certificate of Appointment

Under authority vested in the undersigned and in conformance with
Subpart 1.6 of the Federal Acquisition Regulation

Donna M. Ouellet

is appointed

Contracting Officer

for the

United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

This appointment as a contracting officer allows you to award and administer contracts of unlimited value for the acquisition of real property, leasehold interests and lease alterations. Exercise of this appointment is limited to the real estate leasing and acquisition actions for which you hold a written delegation of authority and shall be executed in accordance with all requirements of Federal law, Executive Order, the Federal Property Management Regulation, General Service Administration Regulation and applicable NIH policy & procedure.

Unless sooner terminated, this appointment is
effective as long as the appointee is assigned to:

Office of Acquisition Services, ORF
(Organization)

National Institutes of Health, DHHS
(Agency/Department)


Diane J. Frasier,
Head of the Contracting Activity


(Signature and Title)
Director, Office of Research Facilities

30 June 2011
(Date)

15 July 2011
(Date)

2011-78
(Number)

