

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended		
2. Request for Proposal (RFP) Number: NIH-NIAID-DMID-AI2008038	3. Issue Date: September 18, 2008	4. Set Aside: ☒ No ☐ Yes See Part IV Section L
5. Title: Bioinformatics Resource Centers for Infectious Diseases		
6. ISSUED BY: Kathy Fetterman, Contract Specialist Office of Acquisitions National Institute of Allergy and Infectious Diseases National Institutes of Health 6700-B Rockledge Drive, Room 3214, MSC 7612 Bethesda, Maryland 20892-7612		7. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
8. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 4:00 pm local time on January 9, 2009 . Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.		
9. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO TWO DIFFERENT LOCATIONS. THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY IS THE ADDRESS PROVIDED FOR THE OFFICE OF ACQUISITIONS AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE OFFICE OF ACQUISITIONS, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH HHSAR CLAUSE 352.215-70, ENTITLED, "LATE PROPOSALS, AND REVISIONS" LOCATED IN SECTION L.1. OF THIS SOLICITATION.		
10. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. http://www.ccr.gov		
11. FOR INFORMATION CALL: Kathy Fetterman PHONE: 301-402-4598 e-MAIL: fettermanka@niaid.nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
		Yvette Brown Contracting Officer Office of Acquisitions National Institute of Allergy and Infectious Diseases

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PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The scope of the Bioinformatics Resource Centers for Infectious Diseases contract(s) is to provide for established facilities, equipment, qualified personnel, and all necessary resources and services to collect, archive, update, integrate, and maintain genomics and other types of research data from human pathogens, and to provide for the query, analysis and display of such information through user friendly interfaces and computational analyses tools to be made freely available to the scientific community.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

a. Data Transfer Agreement

In the event of an investigator-initiated submission of proprietary data to the BRC database, and as requested by the data owner or by the Project Officer, generate a Data Transfer Agreement to be approved by the Project Officer and accepted by all the parties involved prior to the submission of the data. The Contractor shall maintain a filing record of these agreements.

Unless requested by the data provider, transfer agreements are not required for the transfer of data from existing publicly accessible databases or studies reported in the literature.

b. Data Access Agreement

Although the BRCs are publicly accessible resources that support a variety of data types, some of the BRCs information may be of a sensitive nature, such as the phenotypic information associated to clinical isolates. As requested by the Project Officer, generate a Data Access Agreement to be approved by the Project Officer, and accepted by the prospective users of such sensitive data.

c. Usage of Third Party's Data and Confidential Information

The Contractor agrees that the use of data provided to the Contractor by third parties or by the Government for activities performed under this contract, shall be restricted to projects within the scope of the contract and shall not be released (except by the publication provisions of this contract) to any other party without approval of the Project Officer. If the Government determines that some information/data that the Contractor will be provided by a third party or the Government during the performance of the contract is of a sensitive/proprietary nature, the Contractor shall guarantee strict confidentiality of such information/data during the performance of the contract. This restriction applies until the data and information are publicly released to the scientific community, in accordance with the publication provisions of this contract.

Sensitive/Proprietary Information refers to data/information of any kind which is disclosed by the Government or a third party to the Contractor, or that is generated at the request of the Government with the consent of the Contractor and deemed by the Government to be "Sensitive/Proprietary Information". Such data shall be treated as "Confidential" and will be identified with the appropriate marking. The Government shall identify, in advance of the initiation of the requested activity, the data types and datasets that would be considered to be Sensitive/Proprietary Information. In the event that sensitive/proprietary information is provided visually or orally, obligations of confidentiality shall attach only to that information which is identified as "Confidential" at the time of disclosure.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated July 9, 2008, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one (1) hardcopy of each report shall be submitted to the Contracting Officer, unless otherwise specified.

a. Technical Reports

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports in the manner stated below and in accordance with the DELIVERIES ARTICLE in SECTION F.

The Contractor shall submit to the Contracting Officer and to the Project Officer technical progress reports covering the work accomplished during each reporting period. These reports are subject to technical inspection and requests for clarification by the Project Officer. These reports shall be brief and factual and prepared in accordance with the format described below.

Format of Cover page: All reports shall include a cover page prepared in accordance with the following format:

- Contract Number and Project Title
- Period of Performance Being Reported
- Contractor's Name and Address
- Author(s)
- Date of Submission
- Delivery Address

(1) Semi-Annual Progress Report

This report shall include a description of the activities during the reporting period and the activities planned for the ensuing reporting period. The initial report shall be submitted for the first full six months of the contract performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of six full calendar months. In particular the reports shall include the following information:

1. A detailed description of the progress made in the development and maintenance of the BRC web site and of the BRCs portal (if applicable), data management system, IT infrastructure, analysis tools, algorithms, and other software applications.
2. A detailed description of the annotation progress during the reporting period (e.g., the number of manually curated genes/protein or gene/protein families or subsystems/pathways, computational updates to existing genome annotations, number of publications added to gene/protein annotation), and indicate their release status.
3. A description of the coordinated activities and web links established with the BRCs Portal and with other public data repositories.

4. A description of the activities implemented under requirement by the BRCs Interoperability Working Group (IOWG) and of other types of interoperability activities the Contractor has contributed to.

5. For each Driving Biological Project (DBP) provide:

- a) a description of the work performed during the reporting period and the specific milestones achieved;
- b) a description of problems encountered (technical, financial or administrative), cause(s) of any difference between planned and actual progress, and proposed or completed corrective actions;
- c) a detailed list of experimental datasets generated by the DBP and a description of how they have been made accessible to the scientific community.

6. A description of the outreach and training activities.

7. A description of progress on administrative and management issues (i.e., establishment of subcontracts, personnel issues that seriously impair the BRC's activities, etc.).

8. An update on tracking community feedback, BRC performance metrics, usage of the BRC resources and the number of requests for technical assistance.

9. A description of the work proposed for the next reporting period and their timelines.

10. Copies of (published or unpublished) manuscripts, abstracts, book chapters and any other type of publication derived from research and other activities performed under the contract.

11. A summary of all meetings and teleconferences with the Scientific Working Group including the Group's recommendations.

12. Other pertinent contract information as requested by the Project Officer or the Contracting Officer.

13. A full disclosure of patent applications or copyrights both currently filed or in preparation for filing, within or outside of the U.S., on database design, software tools, or other procedures derived or established by the work supported under this contract; a full disclosure of patent applications or copyrights filed, as well as copies of patent or copyright applications.

(2) Final Report

This report is to include a summation of the work performed and the results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved. The Final Report shall be submitted in accordance with the DELIVERIES Article in SECTION F of the contract. A Semi-Annual Progress Report will not be required for the period when the Final Report is due.

The Contractor shall provide the Project Officer and Contracting Officer with one (1) copy of the Final Report in draft form 60 calendar days prior to the completion date of this contract. The Project Officer will review the draft report and provide the Contractor with comments within thirty (30) calendar days after receipt. The Final Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

The Draft Final Report and Final Report shall cover the entire contract period of performance and follow the same content outline of the semi-annual progress reports.

(3) Summary of Salient Results

The Contractor shall submit, with the Final Report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract.

(4) Report on Select Agents or Toxins and/or Highly Pathogenic Agents

For work involving the possession, use, or transfer of a Select Agent or Toxin and/or a Highly Pathogenic Agent, the following information shall also be included in each Semi-Annual Progress Report:

1. Any changes in the use of the Select Agent or Toxin and/or a Highly Pathogenic Agent, that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the IBC or equivalent body or institutional biosafety official.
2. If work with a new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent will be conducted in the upcoming reporting period, provide:
 - a. A list of each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent that will be studied;
 - b. A description of the work that will be done with each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent;
 - c. The title and location for each biocontainment resource/facility, including the name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by your IBC or equivalent body or institutional biosafety official. It must be noted if the work is being done in a new location.

If the IBC or equivalent body or institutional biosafety official has determined, for example, by conducting a risk assessment, that the work that has been performed or is planned to be performed under this contract may be conducted at a biocontainment safety level that is lower than BSL3, a statement to that effect shall be included in each Semi-Annual Progress Report.

If no work involving a Select Agent or Toxin and/or a Highly Pathogenic Agent has been performed or is planned to be performed under this contract, a statement to that effect shall be included in each Semi-Annual Progress Report.

b. Other Reports/Deliverables**1. Source Code and Object Code**

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1040-A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

The annual utilization report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted on the expiration date of the contract. All reports shall be sent to the following address:

Contracting Officer
National Institutes of Health
National Institute of Allergy and Infectious Diseases
Office of Acquisitions
6700-B Rockledge Drive
MSC 7612, Room 3214
Bethesda, Maryland 20892- 7612

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

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

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the NIAID Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
6610 Rockledge Drive
Bethesda, MD 20892
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-8, Inspection of Research and Development - Cost-Reimbursement** (May 2001).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below:

Item	Reports	Recipients	Delivery Schedule
(1)	Semi-Annual Progress Report	1 hard copy to PO 1 original to CO	Due on/before the 30th of the month following each 6 month contract period.
(2)	Draft Final Report, Final Report and Summary of Salient Results	1 hard copy to PO 1 original to CO 1 electronic copy to PO and CO	Draft Final Report is due 60 calendar days prior to the completion date of contract. Final Report is due on/ before the completion date of the contract. A Semi-Annual Progress Report will not be submitted when the Final Report is due.
(3)	Invention Report	1 original to OPERA 1 hard copy to CO	As required by FAR Clause 52.227-11.

- b. Other Reports and Deliverables (Delivery Schedule):

Item	Deliverables	SOW Reference	Recipient	Delivery Schedule
1.	BRC Web Site	3)I.A.4.e.	Public release	First release due within 2 months of the effective date of the contract. New releases due every 2 months or more frequently.
2.	Proposals for Establishing Driving Biological Projects	3)I.B.4.	1 elec. copy to PO, CO	First set of two proposals due within 6 months of the effective date of the contract. Second set of two proposals due within 2 years and 6 months of the effective date of the contract.

Item	Deliverables	SOW Reference	Recipient	Delivery Schedule
3.	Final DBP Project Plans	3)I.B.5.	1 elec. copy to PO, CO	Due within 2 weeks from Project Officer approval of the DBP proposals.
4.	Scientific Working Group Recommendations for Membership	3)I.C.3.	1 elec. copy to PO	Due within 2 months of the effective date of the contract.
5.	Software and Data Release	3)I.C.4.	Public Release	Due within one month of publication or one year of generation, whichever comes first.
6.	BRC Performance Metrics Plan	3)I.D.3.	1 elec. copy to PO	Due within 3 months of the effective date of the contract. Metrics to be reported in the Semi-Annual Progress Reports.
7.	Monthly Meetings/ Tele-conferences Organization and Materials	3)I.D.4.a.	1 elec. copy to PO, CO	Schedule for all meetings due within 30 calendar days of the effective date of the contract. Agenda and meeting materials for each meeting due on/before 1 calendar day prior to the meeting. List of action items for each meeting due within 5 calendar days of completion
8.	Annual Site Visits Organization and Materials	3)I.D.4.b.	1 elec. copy to PO, CO	Agenda due on/ before 7 calendar days prior to the visit. List of action items due within 5 calendar days of completion of the visit.
9.	Annual Program Meetings Organization and Materials	3)I.D.4.b. 3)I.D.4.c.	1 elec. copy to PO	Draft and Final agenda due on/ before 60 and 30 calendar days, respectively, prior to the meeting. Electronic copies of

Item	Deliverables	SOW Reference	Recipient	Delivery Schedule
				the presentations due within 14 calendar days of completion of the meeting.
10.	Program Development Plan	3)I.D.5	1 hard copy to CO 1 elec. copy to PO	Due within 30 calendar days of the effective date of the contract. Annual updates due 30 calendar days prior to the anniversary of the effective date of the contract.
11.	Ad hoc Reports	3)I.D.6.	3)I.D.6.	As requested.
12.	Plan for Developing and Maintaining the Information Technology and Data Management Systems	3)I.F.1.	1 hard copy to CO 1 elec. copy to PO	Due within 2 months of the effective date of the contract.
13.	Initial Transition Plan	3)I.G.1.c.	1 elec. copy to PO	Within 15 calendar days of the effective date of the contract.
14.	Draft Final and Final Transition Plans	3)I.G.1.c.	1 hard copy to CO 1 elec. copy to PO	Draft due within 12 months prior to the completion date of the contract; Final due within 6 months prior to the completion date of the contract.
15.	BRCs Portal Web Site	3)II.A.	Public Release	First release due within 2 months of the effective date of the contract. New releases due every 2 months or more frequently.
16.	Interoperability Working Group (IOWG)	3)II.C.2.		Establish within 3 months of the effective date of the contract. IOWG conference calls or meetings to be held bimonthly. Summary of all meetings and conference calls to be included in

Item	Deliverables	SOW Reference	Recipient	Delivery Schedule
				the Semi-Annual Progress Reports.
17.	Initial Transition Plan for BRCs Portal	3)II.D.1.c.	1 elec. copy to PO	Within 15 calendar days of the effective date of the contract.
18.	Initial Transition Plan for transition from the Administrative Center of the Proteomics Research Centers	3)II.D.2.c.	1 elec. copy to PO	Within 30 calendar days of the effective date of the contract.
19.	Draft and Final Transitions Plans for BRCs Portal	3)II.D.3.	1 hard copy to CO 1 elec. copy to PO	Include with the Draft and Final Transition Plans for the BRC (Item 13).

ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/comp/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

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

"To be provided in resultant contract"

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

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

The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.270-5 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
"To be specified prior to award"	

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

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted as follows:

- a. One original to the following designated billing office:

National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500

- b. One copy to the following approving official:

Contracting Officer
Office of Acquisitions
National Institutes of Health
National Institute of Allergy and Infectious Diseases Room 3214
6700-B Rockledge Drive MSC 7612
Bethesda, MD 20892- 7612

E-Mail: NIAIDOAInvoices@niaid.nih.gov

The Contractor shall submit an electronic copy of the payment request to the approving official in lieu of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in a format compatible with the computer systems at NIH [e.g., MS Word, MS Excel, or Adobe Portable Document Format (PDF)]. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

2. In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:
- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Institute of Allergy and Infectious Diseases.
 - b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NIAID OA Invoices.
 - c. Vendor Identification Number. This is the 7 digit number that appears after the Contractor's name in Block 7 of Standard Form 26. *[Note: This only applies to new contracts awarded on/ after June 4, 2007, and any existing contract modified to include the number.]*
 - d. DUNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.
 - e. Identification of whether payment is to be made using a two-way or three-way match. This contract requires a Two-Way match.

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

ARTICLE G.4. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC-7540

BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.5. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "Contractor's Guide for Control of Government Property," which can be found at:

<http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>.

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted "To be provided prior to award."

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

b. Electronic Access to Contractor Performance Evaluations

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

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

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

ARTICLE H.2. RESEARCH INVOLVING RECOMBINANT DNA MOLECULES (Including Human Gene Transfer Research)

All research involving Recombinant DNA Molecules shall be conducted in accordance with the NIH Guidelines for Research Involving Recombinant DNA Molecules (<http://www4.od.nih.gov/oba/rac/guidelines/guidelines.html>) and the September 24, 2007 Notice, "Reminder of NIH Policy for Enhancing the Science, Safety, and Ethics of Recombinant DNA Research" (<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-07-096.html>) (and any subsequent revisions to the Guide Notice) which stipulates biosafety and containment measures for recombinant DNA research and delineates critical, ethical principles and key safety reporting requirements for human gene transfer research (See Appendix M of the Guidelines). These guidelines apply to both basic and clinical research studies.

The Recombinant DNA Advisory Committee (RAC) is charged with the safety of manipulation of genetic material through the use of recombinant DNA techniques. Prior to beginning any clinical trials involving the transfer of recombinant DNA to humans, the trial must be registered with the RAC. If this contract involves new protocols that contain unique and/or novel issues, the RAC must discuss them in a public forum and then the Institutional Biosafety Committee (IBC), the Institutional Review Board (IRB), and the Project Officer and Contracting Officer must approve the protocol prior to the start of the research.

Failure to comply with these requirements may result in suspension, limitation, or termination of the contract for any work related to Recombinant DNA Research or a requirement for Contracting Officer prior approval of any or all Recombinant DNA projects under this contract. This includes the requirements of the Standing Institutional Biosafety Committee (IBC) (See <http://www4.od.nih.gov/oba/IBC/IBCindexpg.htm>).

As specified in Appendix M-1-C-4 of the NIH Guidelines, any serious adverse event must be reported immediately to the IRB, the IBC, the Office for Human Research Protections (if applicable), and the NIH Office for Biotechnology Activities (OBA), followed by the filing of a written report with each office/group and copies to the Project Officer and Contracting Officer. (http://www4.od.nih.gov/oba/rac/guidelines_02/Appendix_M.htm#_Toc7255836).

ARTICLE H.3. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

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

ARTICLE H.4. NEEDLE EXCHANGE

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

ARTICLE H.5. PRESS RELEASES

Pursuant to the current HHS annual appropriations act, the Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE H.6. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING SCIENTIFIC INFORMATION

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to disseminate scientific information that is deliberately false or misleading.

ARTICLE H.7. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(1) Definition of unauthorized alien. - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

ARTICLE H.8. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to the current HHS annual appropriations act, the Contractor shall not use NIH Fiscal Year funds to pay the direct salary of an individual through this contract at a rate in excess of Executive Level I. Direct salary is exclusive of fringe benefits, overhead and general and administrative expenses (also referred to as "indirect costs" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor. The annual salary rate limitation also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate used to establish contract funding exceeds any salary rate limitation subsequently established in future HHS appropriation acts.
- b. Payment of direct salaries is limited to the Executive Level I rate which was in effect on the date(s) the expense was incurred. See the following Web site for Executive Schedule rates of pay: <http://www.opm.gov/oca/>. *(For current year rates, click on Salaries and Wages / Executive Schedule / Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages / cursor to bottom of page and select year / Executive Schedule / Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)*

ARTICLE H.9. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

ARTICLE H.10. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated "To be included at award" is attached hereto and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

1. Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

April 30th
October 30th
Expiration Date of Contract

2. Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer shall be included as a contact for notification purposes at the following e-mail address:

"To be assigned prior to contract award"
Contracting Officer

ARTICLE H.11. INFORMATION SECURITY

The Statement of Work (SOW) requires the Contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the Contractor and any subcontractor performing under this contract shall comply with the following requirements:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

a. Information Type

- ☒ Administrative, Management and Support Information
☒ Mission Based Information

b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High
Integrity Level: ☒ Low ☐ Moderate ☐ High
Availability Level: ☒ Low ☐ Moderate ☐ High

Overall Level: ☒ **Low** ☐ **Moderate** ☐ **High**

c. Position Sensitivity Designations

1. The following position sensitivity designations and associated clearance and investigation requirements apply under this contract.

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

2. The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

3. Contractor/Subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

Levels 5 and 1: Contractor/Subcontractor employees may begin work under the contract after the Contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c. (2) above.

Level 6: In special circumstances the Project Officer may request a waiver of the pre-appointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the Contractor/Subcontractor employee to work under the contract.

d. Information Security Training

The Contractor shall ensure that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working under this contract that has completed the NIH required training. Any additional security training completed by Contractor/Subcontractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.]

e. Rules of Behavior

The Contractor/Subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Personnel Security Responsibilities

Contractor Notification of New and Departing Employees Requiring Background Investigations

1. The Contractor shall notify the Contracting Officer, the Project Officer, and the Security Investigation Reviewer **within five working days** before a new employee assumes a position that requires a suitability determination or when an employee with a security clearance stops working under the contract. The Government will initiate a background investigation on new employees requiring security clearances and will stop pending background investigations for employees that no longer work under the contract.
2. New employees: Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.
3. Departing employees:
 - Provide the name, position title, and security clearance level held by or pending for the individual.
 - Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

g. Commitment to Protect Non-Public Departmental Information Systems and Data

1. Contractor Agreement

The Contractor and its subcontractors performing under this SOW shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

2. Contractor-Employee Non-Disclosure Agreements

Each Contractor/Subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

h. NIST SP 800-53 Self-Assessment

The contractor shall annually update and re-submit its Self-Assessment required by NIST SP 800-53, *Recommended Security Controls for Federal Information Systems*. (<http://csrc.nist.gov/publications> - under Special Publications).

Subcontracts: The Contractor's annual update to its Self-Assessment Questionnaire shall include similar information for any subcontractor that performs under the SOW to (1) develop a Federal information system(s) at the Contractor's/Subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the Contractor's/Subcontractor's facility.

The annual update shall be submitted to the Project Officer, with a copy to the Contracting Officer [For option contracts: no later than the completion date of the period of performance/ for all other contracts: indicate due date as determined by the Project Officer/Contracting Officer].

i. Information System Security Plan

The Contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.

Following approval of its draft ISSP, the Contractor shall update and resubmit its ISSP to the Project Officer every three years or when a major modification has been made to its internal system. The Contractor shall use the current ISSP template in Appendix A of NIST SP 800-18, Guide to Developing Security Plans for Federal Information Systems. (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>). The details contained in the Contractor's ISSP shall be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels of this Article.

Subcontracts: The Contractor shall include similar information for any subcontractor performing under the SOW with the Contractor whenever the submission of an ISSP is required.

j. Common Security Configurations

The contractor shall ensure that any information technology acquired under this contract incorporates the applicable common security configuration established by the National Institute of Standards and Technology (NIST) at <http://checklists.nist.gov>.

ARTICLE H.12. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

The Contractor shall ensure that all materials generated under this contract for which commercial records storage is required, shall be stored in a facility that meets National Archives and Records Administration (NARA) requirements for safe, secure and certified storage as required by 36 CFR 1228, subpart K.

The Contractor shall provide the Contracting Officer with the name(s) and location(s) of the commercial records storage facility used to store materials under this contract. In addition, the Contractor shall provide a copy of the "Facility Standards for Records Storage Facilities Inspection Checklist," self-certifying that the facility being used to store federal records meets established NARA standards. NARA Standards are available at: <http://www.archives.gov/about/regulations/part-1228/k.html>

Sixty (60) days prior to contract end date, the Contractor shall submit to the Project Officer and Contracting Officer, an inventory of all materials stored. The disposition of these materials shall be determined no later than the expiration date of the contract.

ARTICLE H.13. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (January 2008)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this contract/order are identified in the Statement of Work. The contractor must provide a written Section 508 conformance certification due at the end of each order/contract exceeding \$100,000 when the order/contract duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

In the event of a modification(s) to the contract/order, which adds new EIT products and services or revised the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such

as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products and services support Section 508 accessibility requirements. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

[(End of HHSAR 352.270-19(b))]

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding increment funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Contracting Officer's Technical Representative (also known as Project Officer or Contracting Officer's Representative). Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available at: <http://508.hhs.gov/> under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding incremental funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report:

[End of HHSAR 352.270-19(c)]

ARTICLE H.14. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.270-6, Publications and Publicity** incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute of Allergy and Infectious Diseases National Institutes of Health, Department of Health and Human Services, under Contract No. to be specified prior to award"

ARTICLE H.15. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

ARTICLE H.16. YEAR 2000 COMPLIANCE

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

1. Service Involving the Use of Information Technology YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from,

into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

2. Commercial Supply Products Warranty YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The Contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

ARTICLE H.17. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf> is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools", "research materials", and "research resources" are used interchangeably and have the same meaning.

ARTICLE H.18. SHARING RESEARCH DATA

The Contractor agrees to adhere to its plan and shall request prior approval of the Contracting Officer for any changes in its plan.

The NIH endorses the sharing of final research data to serve health. this contract is expected to generate research data that must be shared with the public and other researchers. NIH's data sharing policy may be found at the following Web site:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html>

NIH recognizes that data sharing may be complicated or limited, in some cases, by institutional policies, local IRB rules, as well as local, state and Federal laws and regulations, including the Privacy Rule (see HHS-published documentation on the Privacy Rule at <http://www.hhs.gov/ocr/>). The rights and privacy of people who participate in NIH-funded research must be protected at all times; thus, data intended for broader use should be free of identifiers that would permit linkages to individual research participants and variables that could lead to deductive disclosure of the identity of individual subjects.

ARTICLE H.19. POSSESSION USE AND TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS

The contractor shall not conduct work involving select agents or toxins under this contract until it and any associated subcontractor(s) comply with the following:

For prime or subcontract awards to **domestic institutions** that possess, use, and/or transfer Select Agents under this contract, the institution must comply with the provisions of 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 (http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf) as required, before using NIH funds for work involving a *Select Agent or Toxin*. **No NIH funds can be used for research involving a Select Agent or Toxin at a domestic institution without a valid registration certificate.**

For prime or subcontract awards to **foreign institutions** that possess, use, and/or transfer a *Select Agent or Toxin*, before using NIH funds for any work directly involving a *Select Agent or Toxin*, the foreign institution must provide information satisfactory to the NIAID that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 are in place and will be administered on behalf of all *Select Agent or Toxin* work supported by these funds. The process for making this determination includes inspection of the foreign laboratory facility by an NIAID representative. During this inspection, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents. **No NIH funds can be used for work involving a Select Agent or Toxin at a foreign institution without written approval from the Contracting Officer.**

Listings of HHS select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at <http://www.cdc.gov/od/sap/> and <http://www.cdc.gov/od/sap/docs/salist.pdf>.

Listings of USDA select agents and toxins as well as information about the registration process for domestic institutions are available on the APHIS/USDA website at: http://www.aphis.usda.gov/programs/ag_selectagent/index.html and: http://www.aphis.usda.gov/programs/ag_selectagent/ag_bioterr_forms.html

For foreign institutions, see the NIAID Select Agent Award information: (http://www.niaid.nih.gov/ncn/clinical/default_biodefense.htm).

ARTICLE H.20. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <http://www.usfa.fema.gov/hotel/index.htm>.

ARTICLE H.21. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The Contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

ARTICLE H.22. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH

Beginning April 7, 2008, NIH-funded investigators shall submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: <http://www.pubmedcentral.nih.gov>.

Additional information is available at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-08-033.html>.

ARTICLE H.23. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

<http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clausesDGS.jsp>

General Clauses for a Cost-Reimbursement Contract with Educational Institutions

General Clauses for a Cost-Reimbursement Contract with Non-Profit Organizations Other Than Educational Institutions

General Clauses for a Cost-Reimbursement Research and Development Contract

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

- a. FAR Clauses **52.215-15, Pension Adjustments And Asset Reversions** (October 2004); **52.215-18, Reversion Or Adjustment Of Plans For Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, 52.215-19, **Notification Of Ownership Changes** (October 1997), are deleted in their entirety.
- b. **Alternate IV** (October 1997) of FAR Clause **52.215-21, Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data--Modifications** (October 1997) is added.
- c. **Alternate II** (October 2001) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (April 2008) is added.
- d. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (December 2007).
2. FAR Clause **52.203-14, Display of Hotline Poster(s)** (December 2007).

".....(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From"
HHS Contractor Code of Ethics and Business Conduct Poster	http://www.oig.hhs.gov/hotline/OIG_Hotline_Poster.pdf

3. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (July 2005).

"(c) Waiver of evaluation preference.....
 [] Offeror elects to waive the evaluation preference."

4. FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (April 2008).
5. **Alternate II** (December 2007), FAR Clause **52.227-1, Authorization and Consent** (December 2007).
6. FAR Clause **52.227-14, Rights in Data - General** (December 2007).
7. **Alternate II** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (December 2007).
 Additional purposes for which the limited rights data may be used are:
 There are none.
8. **Alternate III** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (December 2007).
 Additions to, or limitations on, the restricted rights set forth in the Restricted Rights Notice of subparagraph (g)(4) of the clause are expressly stated as follows: None.
9. **Alternate V** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (December 2007).

Specific data items that are not subject to paragraph (j) include: None.

10. FAR Clause **52.227-16, Additional Data Requirements** (June 1987).
11. FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (April 1998).
12. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (March 2008).
13. FAR Clause **52.237-3, Continuity of Services** (January 1991).
14. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).
15. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).
16. FAR Clause **52.243-2, Changes--Cost Reimbursement** (August 1987), **Alternate V** (April 1984).
17. FAR Clause **52.246-23, Limitation of Liability** (February 1997).

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

1. *HHSAR Clause **352.223-70, Safety and Health** (January 2006).*
2. *HHSAR Clause **352.224-70, Confidentiality of Information** (January 2006).*
3. *HHSAR Clause **352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (January 2001).*
4. *HHSAR Clause **352.270-7, Paperwork Reduction Act** (January 2006).*

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

The following clauses are attached and made a part of this contract:

1. ***NIH (RC)-7, Procurement of Certain Equipment** (April 1984).*

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

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

a. FAR Clause **52.219-28, Post-Award Small Business Program Representation** (June 2007).

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

b. FAR Clause 52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (December 2004)

(a) *Definition. As used in this clause --*

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

*National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)*

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 2021, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c).

For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint

Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (R & D)	See Attachment Section at end of the RFP
Attachment 2:	Proposal Intent Response Sheet	See Attachment Section at end of the RFP
Attachment 3:	Statement of Work	See Attachment Section at end of the RFP
Attachment 4:	Additional Technical Proposal Instructions	See Attachment Section at end of the RFP
Attachment 5:	Additional Business Proposal Instructions	See Attachment Section at end of the RFP

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 6:	Targeted/Planned Enrollment Table	http://rcb.cancer.gov/rcb-internet/forms/enroll-table.pdf
Attachment 7:	Technical Proposal Cost Summary	http://www.niaid.nih.gov/contract/forms.htm
Attachment 8:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm
Attachment 9:	Project Objectives, NIH 1688-1	http://rcb.cancer.gov/rcb-internet/forms/nih1688-1.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 10:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 11:	Small Business Subcontracting Plan	http://www.hhs.gov/osdbu/read/SampleSubcontractingPlan.doc
Attachment 12:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	http://oamp.od.nih.gov/contracts/BUSCOST.HTM http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls
Attachment 13:	Offeror's Points of Contact	http://www.niaid.nih.gov/contract/forms.htm
Attachment 14:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 15:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf
Attachment 16:	Safety and Health, HHSAR Clause 352.223-70	http://rcb.cancer.gov/rcb-internet/forms/safety&health-1-06.pdf

Attachment No.	Title	Location
Attachment 17:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 18:	Government Property Schedule	To be determined during negotiations.
Attachment 19:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf
Attachment 20:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 21:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the Online Representations and Certifications Application (ORCA) at: <https://orca.bpn.gov/> and complete the Representations and Certifications; and
2. Complete, and include as part of your BUSINESS PROPOSAL, SECTION K which can be accessed electronically from the INTERNET at the following address:
<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2006)]

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following statements, specifying the particular portions of the proposal which are to be restricted:

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

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

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

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

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

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

(3) Offerors are cautioned that proposals submitted with restrictive statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

b. NAICS CODE AND SIZE STANDARD

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

1. The North American Industry Classification System (NAICS) code for this acquisition is 541711.
2. The small business size standard is 500.

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

c. TYPE OF CONTRACT AND NUMBER OF AWARDS

It is anticipated that multiple awards will be made from this solicitation and that the awards will be made on/about August 24, 2009.

It is anticipated that the awards from this solicitation will be a multiple-year Cost-Reimbursement type Completion contract with a Period of Performance of five years and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

d. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 12.4 FTE per year for the BRC and 16.4 FTE for the BRC that will also support the BRCs Portal. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

e. COMMITMENT OF PUBLIC FUNDS

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

f. COMMUNICATIONS PRIOR TO CONTRACT AWARD

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

g. RELEASE OF INFORMATION

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

h. PREPARATION COSTS

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

i. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2

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

Contracting Officer
Office of Acquisitions
National Institutes of Health
National Institute of Allergy and Infectious Diseases Room 3214
6700-B Rockledge Drive MSC 7612
Bethesda, MD 20892- 7612

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

j. LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70 (January 2006)

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it appears to offer the best value to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

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

1. Contract Type and General Clauses

It is contemplated that a cost-reimbursement type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. Authorized Official and Submission of Proposal

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

I. COVER PAGE

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

3. Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See SECTION J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

4. Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

6. Evaluation of Proposals

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

7. Potential Award Without Discussions

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

8. Use of the Metric System of Measurement

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

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

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

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

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

9. Standards for Privacy of Individually Identifiable Health Information

The Department of Health and Human Services (DHHS) issued final modifications to the "Standards for Privacy of Individually Identifiable Health Information," the "Privacy Rule," on August 14, 2002. The Privacy Rule is a federal regulation under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 that governs the protection of individually identifiable health information and is administered and enforced by the DHHS Office for Civil Rights (OCR). Those who must comply with the Privacy Rule (classified under the Rule as "covered entities" must do so by April 14, 2003 (with the exception of small health plans which have an extra year to comply).

Decisions about the applicability and implementation of the Privacy Rule reside with the Contractor and his/her institution. The OCR Web site (<http://www.hhs.gov/ocr/>) provides information of the Privacy Rule, including a complete Regulation Text and a set of decision tools on "Am I a covered entity?" Information on the impact of the HIPAA Privacy Rule on NIH processes involving the review, award, and administration of grants, cooperative agreements and contracts can be found at: <http://grants1.nih.gov/grants/guide/notice-files/NOT-OD-03-025.html>.

10. Privacy Act - Treatment of Proposal Information

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

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

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

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

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

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

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

- to the cognizant audit agency and the Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

11. Selection of Offerors

- a. The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract -
 1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal,

but may be considered in rating proposals for the purpose of establishing the competitive range.

2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is NIAID's policy to conduct discussions with all offerors in the competitive range, NIAID reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

- e. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror.
- f. The NIAID reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIAID requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

12. Institutional Responsibility Regarding Conflicting Interests of Investigators

45 CFR Part 94 promotes objectivity in research by establishing standards to ensure there is no reasonable expectation that the design, conduct, or reporting of research to be performed under NIH contracts will be biased by any conflicting financial interest of an Investigator. The Institution shall comply with all requirements of 45 CFR Part 94 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cc7504e541bc62939c52389e9afc27d5&rgn=div5&view=text&node=45:1.0.1.1.51&idno=45>.

13. ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

14. Past Performance Information

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

A list of the last 3 contracts completed during the past Five years and ALL CONTRACTS currently being performed that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience

or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as any proposed subcontracted effort at or greater than \$550,000.

Include the following information for each contract or subcontract listed:

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

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

15. **Electronic and Information Technology Accessibility, HHSAR 352.270-19(a) (January 2008)**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794D), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

1. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and
2. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

Accordingly, any vendor submitting a proposal/quotations/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/ Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do

or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and/or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government - i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expenses.

(End of provision)

16. Prohibition on Contractor Involvement with Terrorist Activities

The Contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

17. Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. Data Universal Numbering System (DUNS) Number, FAR Provision 52.204-6 (April 2008).*
- b. Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).*
- c. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*
- d. Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).*
- e. SAFETY Act Coverage Not Applicable, FAR Clause 52.250-2, (November 2007)*

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to

be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

Note to Offerors: Beginning May 25, 2008, the offeror shall include the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.

1. Technical Discussions

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

a. Project Objectives, NIH-1688-1

The offeror shall insert a completed NIH Form 1688-1, Project Objective, as provided in Section J, Attachments, behind the Title Page of each copy of the proposal, along with the "Government Notice for Handling Proposals." The NIH Form 1688-1 is to be completed as follows:

- For an **Institution of Higher Education**: The form MUST be completed in its entirety.
- For **OTHER** than an Institution of Higher Education: The starred items (Department, Service, Laboratory or Equivalent, and Major Subdivision) should be left blank.

The information required under the "Summary of Objectives" portion of the form MUST meet the requirements set forth in the section of the form entitled, "**INSTRUCTIONS**."

b. Statement of Work

1. Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

2. Approach

The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. Proposals which merely restate the requirements of the Government's scope of work will not be eligible for award.

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

3. Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

4. Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for

phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

c. Personnel

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

1. Single Principal Investigator/Project Director

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

2. Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

3. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.

- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

4. Resumes

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

2. Other Considerations

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

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

3. Technical Evaluation

Proposals will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award of this solicitation.

4. Possession, Use and Transfer of Select Biological Agents or Toxins

Notice to Offerors of Requirements of: 42 CFR Part 73, Possession , Use, and Transfer of Select Agents and Toxins (relating to public health and safety):

(http://www.cdc.gov/od/sap/42_cfr_73_final_rule.pdf);

7 CFR Part 331, Possession, Use, and Transfer of Select Agents and Toxins (relating to plant health or plant products) (http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf); and, 9 CFR Part 121, Possession, Use, and Transfer of Select Agents and Toxins (relating to human and animal health, animal health or animal products)

(http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf) - March 18, 2005.

These regulations implement the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, and the Agricultural Bioterrorism Protection Act of 2002. They are designed to improve the ability of the United States Government to prevent, prepare for, and respond to bioterrorism and other public health emergencies. These regulations establish requirements regarding registration, security risk assessments, safety plans, security plans, emergency response plans, training, transfers, record keeping, inspections, and notifications.

Listings of HHS select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at <http://www.cdc.gov/od/sap/> and <http://www.cdc.gov/od/sap/docs/salist.pdf>. Listings

of USDA select agents and toxins as well as information about the registration process for domestic institutions are available on the APHIS/USDA website at http://www.aphis.usda.gov/programs/ag_selectagent/index.html and http://www.aphis.usda.gov/programs/ag_selectagent/ag_bioterr_forms.html. For foreign institutions, see the NIAID Select Agent Award information (http://www.niaid.nih.gov/ncn/clinical/default_biodefense.htm).

If the proposed contract will not involve Select Agents, the offeror must include a statement in its technical proposal that the work does not now nor will it in the future (i.e. throughout the life of the award) involve Select Agents.

Domestic Institutions

For prime or subcontract awards to domestic institutions that possess, use, and/or transfer Select Agents under this contract, the domestic institution must:

- include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.
- comply with 42 CFR part 73, 7 CFR part 331 and/or 9 CFR part 121 at: http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf, as required, before using NIH funds for research involving Select Agents. No NIH funds can be used for research involving Select Agents if the final registration certificate is denied.

Foreign Institutions

For prime or subcontract awards to foreign institutions that possess, use, and/or transfer Select Agents under this contract, the foreign institution must:

- include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.
- when requested during negotiations, provide information satisfactory to the NIAID/NIH that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:

http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf for U.S. institutions are in place and will be administered on behalf of all Select Agent work under the resulting contract. The process for making this determination includes inspection of the foreign laboratory facility by an NIAID representative. During this inspection, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of all individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents.

An NIAID chaired committee of U.S. federal employees (including representatives of NIH grants/contracts and scientific program management, CDC, Department of Justice and other federal intelligence agencies, and Department of State) will ultimately assess the results of the facility inspection, the regulations, policies, and procedures of the foreign institution for equivalence to the U.S. requirements described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:

http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf.

The committee will provide recommendations to the DEA Director, NIAID. The DEA Director will make the approval decision and notify the Contracting Officer. The Contracting Officer will inform the prime contractor of the approval status of the foreign institution. No NIH funds can be used for research involving Select Agents at a foreign institution until NIAID grants this approval.

5. Obtaining and Disseminating Biomedical Research Resources

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the public and private sectors (disseminating research tools); and 2) Restrictions to accept as a condition of receiving access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]) will be included in any contract awarded from this solicitation. It can be found at the following website:

<http://ott.od.nih.gov/NewPages/64FR72090.pdf>

a. Sharing Research Data

[Note: This policy applies to **all** NIH contracts, regardless of dollar value, that are expected to generate research data.]

The NIH endorses the sharing of final research data to expedite the translation of research results into knowledge, products, and procedures to improve human health. This contract is expected to generate research data. Therefore, the offeror must submit a plan in its technical proposal for data sharing or state why data sharing is not possible. If data sharing is limited, the offeror should explain such limitations in its data sharing plan. NIH's data sharing policy may be found at the following Web site:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html>

[If the resultant contract is part of a collaborative program involving multiple sites, the data sharing will be governed by a dissemination plan to be developed jointly following award. Offerors must include in their proposals a statement of willingness to work collaboratively after award with the other funded sites to prepare a joint dissemination plan. Coordinating Center proposals should describe methods to coordinate the dissemination planning and implementation. The Coordinating Center must include a budget and justification for any additional costs of this collaborative effort.]

b. Sharing of Model Organisms for Biomedical Research

The NIH Research Tools Policy (http://www.ott.nih.gov/policy/research_tool.html) also referred to as NIH Principles and Guidelines for Sharing of Biomedical Resources: Final Notice, December 1999, supports the concept of timely sharing and distribution of research resources. In accordance with NIH Guide Notice NOT-OD-04-042 at:

(<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-04-042.html>), dated May 7, 2004, and the September 10, 2004 extension of this policy NOT-OD-04-066 at:

(<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-04-066.html>),

the NIH provides further sharing guidance with particular attention on model organisms for biomedical research. Such organisms include, but are not limited to: mammalian models such as the mouse and rat, and non-mammalian models, such as budding yeast, social amoebae, round worm, fruit fly, zebra fish, and frog. Research resources to be shared include genetically modified or mutant organisms, sperm, embryos, protocols for genetic and phenotypic screens, mutagenesis protocols, and genetic and phenotypic data for all mutant strains.

Offerors must include in their technical proposal a description of a specific plan for sharing and distributing unique model organism research resources generated using NIH funding so that other researchers can benefit from these resources, OR provide appropriate reasons why such sharing is restricted or not possible. A reasonable time frame for periodic disposition of material and associated data must be specified in the proposal. In addition, the plan must address if, or how, offerors will exercise their intellectual property rights while making model organisms and research resources available to the broader scientific community. At a minimum, the plan should address the following:

- Will material transfers be made with no more restrictive terms than in a Simple Letter Agreement (SLA) at:
(http://ott.od.nih.gov/forms_model_agreements/forms_model_agreements.html#MTACTA)
for the transfer of materials or the Uniform Biological Material Transfer Agreement (UBMTA) (<http://www.autm.net/aboutTT/> , then search "Implementing Letter")
- How will inappropriate "reach-through" requirements (as discussed in the NIH Research Tools Policy) on materials transferred be discussed?
- How will technologies remain widely available and accessible to the research community, for example, if any intellectual property rights arise for which a patent application may be filed?

Offerors may request funds in their cost proposal to defray reasonable costs associated with sharing materials or data or transfer of model organisms and associated data to appropriate repositories.

6. **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "INFORMATION SECURITY."

The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational and technical safeguards needed to protect the confidentiality, integrity and availability of a Federal information system and its information.

The Statement of Work (SOW) requires the successful offeror to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies the following requirements apply to this solicitation:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

a. Information Type

[X] Administrative, Management and Support Information:

[X] Mission Based Information:

b. Security Categories and Levels

Confidentiality Level: [X] Low [] Moderate [] High
 Integrity Level: [X] Low [] Moderate [] High
 Availability Level: [X] Low [] Moderate [] High
Overall Level: [X] Low [] Moderate [] High

c. Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each Contractor (including subcontractor) employee that the successful offeror proposes for work under the contract. For proposal preparation purposes, the following designations apply:

[X] **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).**

Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the Contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/Subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

d. Information Security Training

HHS policy requires Contractors/Subcontractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements (<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>). This document provides information about information security training that may be useful to potential offerors.

e. Offeror's Official Responsible for Information Security

The offeror shall include in the "Information Security" part of its Technical Proposal the name and title of its official who will be responsible for all information security requirements should the offeror be selected for an award.

f. NIST SP 800 53 Self Assessment

The offeror must include in the "Information Security" part of its Technical Proposal, a completed Self-Assessment required by NIST Draft SP 800-53, Recommended Security Controls for Federal Information Systems. (<http://csrc.nist.gov/publications> - under Special Publications).

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW to (1) develop a Federal information system(s) at the offeror's/subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the offeror's/subcontractor's facility.

g. Draft Information System Security Plan

The offeror must include a draft Information System Security Plan (ISSP) using the current template in Appendix A of NIST SP 800 18, Guide to Developing Security Plans for Federal Information Systems (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>). The details contained in the offeror's draft ISSP must be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels.

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW with the offeror whenever the submission of an ISSP is required.

Note to Offeror: The resultant contract will require the draft ISSP to be finalized in coordination with the Project Officer no later than 90 calendar days after contract award. Also, a contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.

h. Common Security Configurations

The contractor shall ensure that any information technology acquired under this contract incorporates the applicable common security configuration established by the National Institute of Standards and Technology (NIST) at <http://checklists.nist.gov>.

i. References

1. Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>
2. DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
3. NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>

The following NIST publications may be found at the following site: <http://csrc.nist.gov/publications/>

[Note: The search tool on the left side of this page provides easy access to the documents.]

4. NIST Special Publication 800-16, Information Technology Security Training Requirements; and Appendix A-D
5. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems
6. NIST SP 800-26, Revision 1, Computer Security
7. NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems
8. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I; and Volume II, Appendices to Guide For Mapping Types of Information and Information Systems To Security Categories, Appendix C, and Appendix D
9. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
10. FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
11. FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

c. BUSINESS PROPOSAL INSTRUCTIONS

1. Basic Cost/Price Information

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

2. Proposal Cover Sheet

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

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

9. Name, title and signature of authorized representative.

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

3. Information Other than Cost or Pricing Data

a. The information submitted shall be at the level of detail described below.

1. Direct Labor

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

2. Materials

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

3. Subcontracted Items

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

4. Raw Materials

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

5. Purchased Parts

Includes material items not covered above. Provide priced quantities of items required for the proposal.

6. Fringe Benefits

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

7. Indirect Costs

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

8. Special Equipment

If direct charge, list any equipment in accordance with Item (13) Other Administrative Data, subparagraph (2) Government Property of this Section L.2.c of this solicitation.

9. Travel

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

10. Other Costs

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

4. Cost and Pricing Data**1. General Instructions**

A. You must provide the following information on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
2. Name and address of offeror;
3. Name and telephone number of point of contact;
4. Name of contract administration office (if available);
5. Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
6. Proposed cost; profit or fee; and total;
7. Whether you will require the use of Government property in the performance of the contract, and, if so, what property. See Item (13) Other Administrative Data, subparagraph (2) Government Property of this Section L.2.c of this solicitation.;
8. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
9. The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403 5(b)(1) and Table 15.2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
10. Date of submission; and
11. Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including
 - 1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - 2. The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406 2, submit a Certificate of Current Cost or Pricing Data.

2. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403 4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
 - 1. *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403 4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205 26(e)).
 - 2. *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403 4 and not otherwise exempt, in accordance with FAR 15.403 1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and

reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$11.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. **Direct Labor.** Provide a time phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
 - 1. Name and address of licensor.
 - 2. Date of license agreement.
 - 3. Patent numbers.
 - 4. Patent application serial numbers, or other basis on which the royalty is payable.
 - 5. Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 - 6. Percentage or dollar rate of royalty per unit.
 - 7. Unit price of contract item.
 - 8. Number of units.
 - 9. Total dollar amount of royalties.
 - 10. If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205 37).

- F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB CMF and show the calculation of the proposed amount (see FAR 31.205 10).

3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

4. **General Information**

- a. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
- b. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

5. **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment

manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406.2.

(End of provision)

Alternate I (October 1997) of FAR Clause **52.215-20, Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** (October 1997). As prescribed in 15.408(l), **substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:**

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

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

6. Salary Rate Limitation in Fiscal Year 2008

Offerors are advised that pursuant to P.L.110-161, no NIH Fiscal Year 2008 (October 1, 2007 - September 30, 2008) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 110-161 applies only to Fiscal Year 2008 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary

rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limitation also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 110-161 states in pertinent part:

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

LINK TO EXECUTIVE SCHEDULE SALARIES: <http://www.opm.gov/oca/08tables/pdf/ex.pdf>

***Note to Offerors:** The current Fiscal Year Executive Level I Salary Rate should be adhered to in the preparation of your proposal. All costs associated with any resultant contract award shall be in compliance with the current Fiscal Year Executive Level I Salary rates.

7. Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$550,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, See SECTION J - LIST OF ATTACHMENTS, BUSINESS PROPOSAL ATTACHMENTS of this RFP for an example of such a plan.

- a. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c. The offeror understands that:
 1. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 2. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HUBZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 3. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 4. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 5. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.

6. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d. Each plan must contain the following:
1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.
 2. A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 3. A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned and/or Service Disabled Veteran-Owned Small Business Concerns.
 4. A description of the method used to develop the subcontracting goals.
 5. A description of the method used to identify potential sources for solicitation purposes.
 6. A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
 8. A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
 9. Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$550,000 adopt a plan similar to the plan agreed upon by the offeror.
 10. Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) to the Government.
 11. List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

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

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The anticipated minimum goals for this RFP are as follows:

30% for Small Business; 11% for Small Disadvantaged Business; 5% for Women-Owned Small Business; 3% for HUBZone Small Business; and 3% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

8. HUBZone Small Business Concerns

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

9. Extent of Small Disadvantaged Business Participation

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Industry Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$550,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes.

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

The Department of Commerce website for the annual determination for NAICS codes* is: <http://www.arnet.gov/References/sdbadjustments.htm>.

** Note: Public Law 103-355 which authorized the SDB Price Evaluation Adjustment (PEA) and associated percentages/factors expired on December 9, 2004, therefore, the percentages shown at this website are no longer applicable.*

Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsector(s). The applicable authorized NAICS Industry Subsector(s) for this project is (are) identified elsewhere in this RFP. A total target for SDB participation by the Prime Contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the Business Proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**

If the evaluation factor in this solicitation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given (in addition to the narrative describing the plan for meeting the targets) follows:

EXAMPLE

Targets for SDB Participation - NAICS Industry Subsector 223

	SDB Percentage of Total Contract Value	SDB Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime	10%	\$100,000
(Includes joint venture partners and team arrangements)*		
SDB Participation by subcontractors	15%	\$150,000

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

10. Total Compensation Plan

a. Instructions

1. Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors as a part of their Business Proposal will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
2. The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
3. Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

b. Evaluation

1. Total Compensation Plan (Professional Employees)

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for

the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

2. Cost (Professional Compensation)

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

3. Other (Labor Relations)

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

4. Federal Acquisition Regulation Clauses incorporated by Reference

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).

11. Other Administrative Data

a. Property

1. It is HHS policy that Contractors will provide all property necessary for contract performance. Exception may be granted to provide Government property (Government-furnished or Contractor-acquired), but only when approved by the Contracting Officer. If the offeror requests that Government property be provided, other than that specified under "Government Furnished Property," below, the proposal must include a comprehensive justification addressing the following items:

- a. State why the property is essential to contract performance and whether the property will be used exclusively for this contract.
- b. Describe other alternatives (e.g., purchase, lease, etc.) pursued and why they were not viable options.

2. Government Property

The offeror shall identify Government property in its possession which it proposes to use in the performance of the prospective contract as follows:

- a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);

- b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
- c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and
- d. The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

NOTE: The Contracting Officer will consider any potentially unfair competitive advantage that may result from the Contractor possessing Government property, and for evaluation purposes only, adjust the offers using a rental equivalent evaluation factor, as appropriate.

3. Government-Furnished Property

No Government Furnished Property is offered for this acquisition

- 4. The management and control of any Government property shall be in accordance with the HHS Publication entitled, Contractors Guide for Control of Government Property, which can be found at: <http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>

b. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232 34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.

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

(End of Provision)

c. Financial Capacity

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

d. Incremental Funding

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

Incremental Funding, HHSAR 352.232-75 (January 2006)

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds as specified in FAR 52.232-22. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. The Government intends to allot additional funds up to and including the full estimated cost of the contract for the remaining years of performance by contract modifications. However, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor is the Contractor obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract, as specified in FAR 52.232-22, shall supersede the Limitation of Cost clause found in the Section I, Contract Clauses.

(End of provision)

e. Facilities Capital Cost of Money, FAR 52.215-16, (June 2003)

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

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

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

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

[] Fac Cap Cost of Money (Has Not) ***has not** specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.*

12. Qualifications of the Offeror

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

a. General Experience

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

b. Organizational Experience Related to the RFP

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

c. Performance History

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

d. Pertinent Contracts

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

e. Pertinent Grants

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

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

13. Subcontractors

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

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

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

14. Proposer's Annual Financial Report

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

15. Representations and Certifications - SECTION K

One copy of SECTION K (which includes FAR Clause 52.204-8 Annual Representations and Certifications) shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of SECTION K shall be submitted from any proposed subcontractor. SECTION K can be found at: <http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

16. Travel Costs/Travel Policy

a. Travel Costs - Commercial

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b. Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

17. Certification of Visas for Non-U.S. Citizens

Proposed personnel under research projects are not required to be citizens of the United States. However, if non-U.S. citizens are proposed under a contract to be performed in the United States and its outlying areas, then the offeror must indicate in the proposal that these individuals have the required visas.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost. The Government intends to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

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

2. EVALUATION OF DATA SHARING PLAN

The offeror's plan for the sharing of final research data shall be assessed for appropriateness and adequacy.

If your proposal does not include a plan or if the plan in your proposal is considered "unacceptable," and the Government includes your proposal in the competitive range (for competitive proposals), or if the Government holds discussions with the selected source (for sole source acquisitions), you will be afforded the opportunity to further discuss, clarify or modify your data sharing plan during discussions and in your Final Proposal Revision (FPR). If your data sharing plan is still considered "unacceptable" by the Government after discussions, your proposal may not be considered further for award.

3. TECHNICAL EVALUATION CRITERIA

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

Please be advised that NIAID will select offerors for award based on the best overall value to the Government and on the programmatic need to establish one BRC for each of the following groups of organisms: 1) all bacterial species; 2) all viral families; 3) all protozoan species; and 4) invertebrate vectors of human pathogens.

OFFERORS AND REVIEWERS ARE ADVISED TO REFER TO - Attachment 4 - Additional Technical Proposal Instructions - OF THIS SOLICITATION PACKAGE FOR GUIDANCE AND INFORMATION RELATED TO THE PREPARATION OF TECHNICAL PROPOSALS.

CRITERIA

WEIGHT

PART A - BIOINFORMATICS RESOURCE CENTER

CRITERION 1: TECHNICAL PLAN/APPROACH

50

The adequacy, soundness, suitability, appropriateness, completeness, and feasibility of:

A. The selection of the proposed group of pathogens.

B. Experience in establishing and maintaining bioinformatics resources.

C. The proposed approach to establish and maintain a database that supports a variety of data types and datasets associated with the selected group of pathogens.

D. The proposed analysis resources, including the microbial genome annotation resource and the provision of existing or new analysis tools.

E. The proposed BRC web site, including procedures for integrating other relevant publicly accessible resources with the BRC; and plans and procedures for providing on-line help support, and tracking, monitoring and responding to users' inquiries, error ("bug") reports and information requests.

F. The quality control procedures.

G. Plans and procedures for soliciting, establishing and managing Driving Biological Projects (DBPs).

H. The proposed interoperability activities, including plans to facilitate data and software exchanges with other BRCs, the BRCs Portal and other publicly available bioinformatics resources.

I. Plans to establish collaborations with the scientific community, including the outreach and training activities, the gathering of feedback and advice from the scientific community. Plans for the selection of Scientific Working Group members and the establishment of the Scientific Working Group.

CRITERION 2: SCIENTIFIC AND TECHNICAL PERSONNEL

20

A. Principal Investigator (PI): Appropriateness, adequacy and relevance of the documented education, training, experience, expertise, and qualifications with respect to the scientific and managerial leadership that is necessary to carry out, direct and coordinate the specific activities set forth in the Statement of Work, including activities carried out by subcontractors, identifying performance problems, and implementing corrective actions.

B. Project Manager (PM): Appropriateness, adequacy and relevance of the documented training, experience, expertise, and qualifications that are necessary to carry out the specific duties and activities required to successfully coordinate, monitor, and track work progress and timelines relative to both schedule and budget.

C. Other Key Scientific and Technical Personnel: Appropriateness, adequacy and relevance of the documented education, training, experience, expertise, and qualifications for other scientific and technical personnel of the offeror and all proposed subcontractors required to carry out the activities set forth in the Statement of Work.

CRITERION 3: FACILITIES, EQUIPMENT AND OTHER RESOURCES

20

A. Availability, adequacy, suitability and capacity of the facilities, computational and other resources dedicated to carry out all phases of the proposed project for the duration of the contract period, including those of subcontractors and consultants.

B. Availability, adequacy, suitability and capacity of the computer equipment, network infrastructure, database management systems and overall information technology systems administration required to carry out the functions of the BRC.

CRITERION 4: PROJECT MANAGEMENT

10

The adequacy, appropriateness, suitability, relevance and completeness of the following:

A. The Project Management Plan for the overall project organization, including plans to manage the work of subcontractors and/or consultants.

B. The Staffing Plan, including the roles, responsibilities and level of effort of scientific and technical personnel, and including clear lines of authority.

C. The proposed project management systems for tracking project activities and monitoring progress, timelines and budgets, including timelines and milestones proposed for the first year of the contract.

D. The quantitative and qualitative metrics and methods for data collection to measure and evaluate performance.

TOTAL POSSIBLE WEIGHT (PART A):

100

PART B - BIOINFORMATICS RESOURCE CENTERS PORTAL

CRITERIA**WEIGHT****CRITERION 1: BRCs PORTAL APPROACH, PERSONNEL,
MANAGEMENT, AND FACILITIES****40**

The adequacy, soundness, suitability, appropriateness, completeness, and feasibility of:

- A. The plan for the establishment and maintenance of the BRCs Portal web site, central data repository and analysis resource.
- B. The plan to establish, manage, lead and support the BRCs Interoperability Working Group (IOWG), other interoperability activities of the portal, and electronic BRCs discussion forum.
- C. The documented education, training, relevant experience, expertise and qualifications of the scientific and technical personnel made available to the BRCs Portal.
- D. The Project Management Plan for the BRCs Portal.
- E. The Staffing Plan for the BRCs Portal.
- F. The facilities, computational equipment and other resources made available to the BRCs Portal.

TOTAL POSSIBLE WEIGHT (PART B):**40****TOTAL POSSIBLE WEIGHT (PART A AND PART B):****140****4. PAST PERFORMANCE FACTOR**

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

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

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

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

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

5. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

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

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. Evaluation of SDB participation will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

- a. Extent to which SDB concerns are specifically identified
- b. Extent of commitment to use SDB concerns
- c. Complexity and variety of the work SDB concerns are to perform
- d. Realism of the proposal
- e. Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation
- f. Extent of participation of SDB concerns in terms of the value of the total acquisition.

PACKAGING AND DELIVERY OF THE PROPOSAL

PAPER SUBMISSION: The paper copy is the official copy for recording timely receipt of proposals.

SUBMISSION OF PROPOSALS BY FACSIMILE OR E-MAIL IS NOT ACCEPTABLE.

A. EXTERNAL PACKAGE MARKING:

In addition to the address cited below, mark each package as follows:

"RFP NO. NIH-NIAID-DMID-AI2008038

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

B. PAPER COPIES and CD-Rom to:

If Hand Delivery or Express Service	If using U.S. Postal Service
Kathy Fetterman Contract Specialist Office of Acquisitions, DEA, NIAID, NIH 6700-B Rockledge Drive, Room 3214, MSC 7612 Bethesda, Maryland 20817	Kathy Fetterman Contract Specialist Office of Acquisitions, DEA, NIAID, NIH 6700-B Rockledge Drive, Room 3214, MSC 7612 Bethesda, Maryland 20892-7612

NOTE: All material sent to this office by Federal Express should be sent to the Hand Carried Address.

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C. NUMBER OF COPIES:

TOTAL PAGE COUNT DOES NOT INCLUDE: Cover/Title Page and Back Page; NIH-2043; Table of Contents; Section Dividers that do not contain information other than title of Section.

PAGES THAT ARE 2-SIDED WILL COUNT AS 2 PAGES.

FORMATTING AND LAYOUT:

Use your usual word processing and spreadsheet programs to prepare and format the technical and business proposals. ***If documents are submitted using Adobe .pdf, the document should be submitted using a .pdf searchable format.***

- Type size must be 10 to 12 points.
- Type spacing should be no more than 15 characters per inch. Within a vertical inch, there must be no more than six lines of text.
- Print margins must be at least one inch on each edge of the paper.
- Print setup should be single-sided on standard letter size paper (8.5 x 11" in the U.S., A4 in Europe).
- Proposals shall NOT include links to Internet Web site addresses (URLs) or otherwise direct readers to alternate sources of information.

CREATING AND NAMING ELECTRONIC FILES:

1. A separate CD should be submitted for the Technical Proposal and Business Proposal information.
Offerors who submit both Technical and Business Proposals on the same CD will be required to resubmit them on separate CDs.
2. Files on CDs should be named using the following format:

Company name / RFP number / technical / ** /date

****** if multiple files are submitted for the technical proposal, please include the name of the section in the file name.

EXAMPLE: XYX Company/AI2008038/Technical/Approach/3-6-06

Company name / RFP number / business / ** / date

****** if multiple files are submitted for the business proposal, please include the name of the section in the file name.

EXAMPLE: XYX Company/AI2008038/Business/Staffing/3-6-06

THE NUMBER OF COPIES AND APPLICABLE PAGE LIMITATIONS REQUIRED OF EACH PART OF YOUR PROPOSAL ARE AS SPECIFIED BELOW.

PAGES IN EXCESS OF THIS LIMITATION WILL BE REMOVED FROM THE PROPOSAL AND WILL NOT BE PROVIDED TO THE REVIEWERS TO BE READ OR EVALUATED.

OFFERORS MUST CERTIFY THAT THE INFORMATION IN THE PAPER AND ELECTRONIC COPIES IS EXACTLY THE SAME.

Document	Number of Copies	Page Limits
Technical Proposal and all Appendices and Case Studies	<u>PAPER</u> One (1) unbound SIGNED ORIGINAL. Eleven (11) unbound COPIES <u>ELECTRONIC FILES ON CD</u> Three (3) Compact Disks containing an electronic copy of the Technical Proposal (including all Appendices and Case Studies)	Not to Exceed 150 pages
Business Proposal	<u>PAPER</u> One (1) unbound SIGNED ORIGINAL. Eleven (11) unbound COPIES <u>ELECTRONIC FILES ON CD</u> Three (3) Compact Disks containing an electronic copy of the Business Proposal	N/A
Breakdown of Proposed Estimated Cost using Electronic Cost Proposal EXCEL Workbook	This Attachment to the Business Proposal should be submitted as a separate EXCEL file on the Business Proposal Compact Disk. See Section J, Attachment entitled Breakdown of Proposed Estimated Costs (plus Fee) with Excel Spreadsheet to access the Excel Workbook.	N/A

PROPOSAL INTENT RESPONSE SHEET

RFP No.: NIH-NIAID-DMID-AI2008038

RFP Title: Bioinformatic Resource Centers for Infectious Diseases

Please review the attached Request for Proposal. Furnish the information requested below and return this page by November 19, 2008. Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

☐ DO INTEND TO SUBMIT A PROPOSAL

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

Company/Institution Name (print): _____

Address (print): _____

Project Director's Name (print): _____

Title (print): _____

Signature/Date: _____

Telephone Number and E-mail Address (print clearly):

***Name of individual to whom electronic proposal instructions should be sent:**

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

Names of Collaborating Institutions and Investigators (include Subcontractors and Consultants) (print):

(Continue list on a separate page if necessary)

RETURN VIA FAX OR E-MAIL TO:

OA, DEA, NIAID, NIH

6700-B Rockledge Drive, Room 3214, MSC 7612

Bethesda, MD 20892-7612

Attn: Kathy Fetterman

RFP-NIH-NIAID-DMID-AI2008038

FAX# (301) 480-4675

Email: fettermanka@nih.gov

STATEMENT OF WORK

“BIOINFORMATICS RESOURCE CENTERS FOR INFECTIOUS DISEASES”

1) BACKGROUND and INTRODUCTION:

The National Institute of Allergy and Infectious Diseases (NIAID) of the National Institutes of Health (NIH), Department of Health and Human Services (DHHS) supports research related to the basic understanding, treatment and ultimately prevention of infectious, immune-mediated and allergic diseases that threaten millions of human lives. The NIAID Division of Microbiology and Infectious Diseases (DMID) supports a comprehensive extramural research program focused on the prevention and control of diseases caused by virtually all infectious agents (with the exception of the Human Immunodeficiency Virus). This includes basic research, such as studies of microbial biology and physiology; applied research, including the development of medical diagnostics, therapeutics and vaccines; and clinical trials to evaluate experimental drugs and vaccines.

The NIAID DMID has made a significant investment in genomic-related activities that provide comprehensive genome sequencing, functional genomics, bioinformatics, and proteomics resources and reagents to the scientific community for basic and applied research in infectious diseases and to rapidly address the Institute's mission and the Nation's biodefense needs

(<http://www3.niaid.nih.gov/topics/pathogenGenomics/default.htm>). The NIAID-supported genomics programs include:

- *Microbial Genome Sequencing Centers* - provide rapid and cost-efficient production of high-quality genome sequences of human pathogens and invertebrate vectors of diseases;
- *Pathogen Functional Genomics Resource Center* - provides functional genomic resources, data and reagents, including DNA microarrays, protein expression clones, genotyping for comparative genomics of pathogenic species, and comparative protein profiling;
- *Bioinformatics Resource Centers* - provide a robust point of entry for access to genomic and related data in a user-friendly format, and include databases to house microbial genomic data, as well as analysis centers to develop and provide bioinformatics software tools;
- *Proteomics Research Centers* – characterize the proteomes of pathogens and/or host cells; identify proteins associated with the biology of microbes, mechanisms of microbial pathogenesis, and host responses to infection; and discover targets for potential candidates for the next generation of vaccines, therapeutics, and diagnostics; and
- *Structural Genomics Centers for Infectious Diseases* - experimentally characterize the three-dimensional atomic structure of proteins of pathogenic organisms.

The NIAID is also planning to establish in Fiscal Year 2008:

- *Clinical Proteomics Centers for Infectious Diseases and Biodefense* - to identify candidate pathogen and host biomarkers important for infectious diseases; and

- Programs that will utilize a *Systems Biology Approach to Infectious Diseases* - to comprehensively study molecular interaction networks of microbial pathogens and their host cells through a combination of computational and experimental high-throughput technologies.

In particular, over the last ten years, the NIAID has supported the sequencing of many genomes of pathogenic microorganisms, including those that are the cause of emerging infectious diseases, such as influenza, and potential agents of bioterrorism, such as *Bacillus anthracis*. Support from the NIAID has resulted in completing the DNA sequences of the genomes of 245 microorganisms

(<http://www3.niaid.nih.gov/research/resources/mscs/completed.htm>) with a few hundred more sequencing projects currently ongoing

(<http://www3.niaid.nih.gov/research/resources/mscs/ongoing.htm>). In particular, the rapid identification of genomic sequence data of microorganisms considered agents of bioterrorism is providing a valuable resource for the research community. Coupled with other biochemical and microbiological information, these sequence data are facilitating the identification of novel and specific targets for improving both forensic strain identification and molecular genotyping, development of sequence-based detection technologies and diagnostics, and the development of therapeutic targets for new drugs and vaccines. In addition, comparative genomics analyses (comparing the sequences of different strains, species and clinical isolates) have become critically important, providing data that enable identification of genetic polymorphisms that correlate with phenotypes such as drug resistance, morbidity and infectivity.

This wealth of sequence information provides a valuable resource for the research community. Specifically, the functional genomic analysis of DNA sequences from microbial pathogens is enhancing the understanding of a pathogen's biology and its ability to cause disease; these efforts may lead to new strategies for diagnostics, prevention and treatment. Human genome sequence analysis is enhancing the understanding of the host immune response and an individual's genetic susceptibility to microbial pathogens; these efforts may provide insights regarding how an individual responds to drugs, treatments and vaccines.

The NIAID awarded eight five-year contracts in 2004 to support Bioinformatics Resource Centers (BRCs) (<http://www.niaid.nih.gov/dmid/genomes/brc/default.htm>):

1. Virginia Bioinformatics Institute (contract # HHS266200400035C)
2. University of Alabama (contract # HHS266200400036C)
3. University of Pennsylvania (contract # HHS266200400037C)
4. J. Craig Venter Institute (contract # HHS266200400038C)
5. University of Notre Dame (contract # HHS266200400039C)
6. Systems Research and Applications International, Inc. (contract # HHS266200400040C)
7. Northrop Grumman Information Technology, Inc. (contract # HHS266200400041C)
8. University of Chicago (contract # HHS266200400042C)

These BRCs have provided the scientific community with publicly accessible databases that store, update, integrate and display genome sequence data, its annotation and other associated data and information for a large variety of human pathogens, and allow users to query and examine such information with user friendly interfaces and computational analyses tools. In addition, the BRCs have become the public repository of genomics data generated by NIAID-supported genomics programs and other genomics-related grants and contracts.

The new contracts will provide for the continuation and expansion of the BRCs program to include collaboration on experimental research projects and maintenance of a central BRCs Portal. Up to four BRCs will be established to provide the scientific community with databases that house not only genomics data, but also a variety of research data about infectious diseases caused by selected groups of human pathogens in the NIAID Category A-C Priority Pathogen lists for biodefense research, as well as pathogens causing emerging/re-emerging infectious diseases (<http://www3.niaid.nih.gov/research/topics/emerging/list.htm>), and to make available analytical resources and bioinformatics services.

The expansion of the BRCs program will provide the opportunity for the BRCs to collaborate with experimental research laboratories through "Driving Biological Projects" (DBPs) to apply bioinformatics techniques to investigate and support experimental biology research in infectious diseases. The DBPs will generate valuable experimental evidence to the annotation of the genome, proteome or metabolome of the targeted pathogens. The data and information generated by the DBPs will be made accessible to the broad scientific community through the BRCs.

In addition, one of the BRCs shall support and maintain the BRCs Portal of information for the BRCs program (currently named BRC-Central <http://www.brc-central.org/>). The BRCs Portal will serve as the central data repository and analysis resource for all targeted pathogens for selected data types, and will facilitate interoperability activities among the BRCs and with other bioinformatics resources. The BRCs Portal will also support and maintain the proteomics data currently available at the NIAID funded Administrative Center of the Proteomics Research Centers (<http://www.proteomicsresource.org/>).

2) SCOPE:

The scope of the Bioinformatics Resource Centers for Infectious Diseases contract(s) is to provide for established facilities, equipment, qualified personnel, and all necessary resources and services to collect, archive, update, integrate, and maintain genomics and other types of research data from human pathogens, and to provide for the query, analysis and display of such information through user friendly interfaces and computational analyses tools to be made freely available to the scientific community.

3) TECHNICAL REQUIREMENTS:

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work specified below.

I. PART A – BIOINFORMATICS RESOURCE CENTER

A. Bioinformatics Resource Center

1. Targeted pathogens

a. Provide support for one of the following groups of organisms:

- all bacterial species
- all viral families
- all protozoan species
- invertebrate vectors of human pathogens

The targeted organisms are those in the NIAID Category A-C Priority Pathogen lists for biodefense research, as well as in the list of pathogens causing emerging/re-emerging infectious diseases (<http://www3.niaid.nih.gov/research/topics/emerging/list.htm>), and their phylogenetically, closely related species. Support for additional pathogen species must be approved by the Project Officer prior to the initiation of any activities related to its execution.

- b. The BRC shall have the capability to refocus resources and activities to support research data of particular human pathogens in response to immediate and/or changing priorities of the NIAID and/or changes in the NIAID Category A-C Priority Pathogens list and emerging/re-emerging infectious diseases pathogens lists. As the need arises, the Project Officer will provide guidance regarding the type of bioinformatics support required of the BRC for those pathogens.

2. BRC Database Management

Provide and maintain a BRC database and an established database management system to support the collection, storage, management, tracking, updating, and archiving of genomics and other types of research data from the selected group of pathogens. The database management system shall be a commercially available or a well-established open source, documented, and supported relational database management system. Provide for the following features and capacities:

- a. Establish and maintain data models and database schemas that are flexible and scalable to support a variety of data types, including for example genomics, metagenomics, metabolomics, and other “-omics” data types, epidemiology, surveillance, population genetics, genotype/phenotype association data, expression data, antimicrobial resistance data, antigenic data, results from published literature, basic research and clinical data and all relevant metadata.
- b. Microarray expression data and proteomics data shall be collected, stored and updated by the central data repository, which will be maintained and managed by the BRCs Portal Contractor. The Project Officer will identify additional data types to be included in the central data repository and will inform and instruct the individual BRC Contractors regarding implementation.
- c. Provide and maintain software for importing and uploading datasets with information obtained from either publicly accessible or proprietary databases, direct web submissions by research scientists, results reported in the scientific literature, or from other sources designated by the Project Officer.
- d. Establish and maintain a tracking system for monitoring and collecting all sources of data and information relevant to the database, including data and information contributed by BRC collaborators.
- e. Update all database entries to ensure the most current data and information available.

3. Analysis Resources

Provide for analysis resources, including software tools and computational algorithms to analyze and interpret all data types supported by the BRC. In particular:

a. Microbial genome annotation resource

- i. Provide extensive structural and functional annotation of pathogen or vector genomes, genes and their products, and other genomics features, including predicting putative gene boundaries, their products and their functions; identifying low complexity regions; describing metabolic, biochemical and signaling pathways and transport systems; identifying protein interaction networks; describing protein motifs and 3D structure information; identifying transcriptional factors, pathogen specific genomic signatures; and identifying potential targets for vaccines, therapeutics and diagnostics.
- ii. Update the structural and functional annotation of pathogen genomes, genes and their products, and other genomics features based upon data and information collected and housed in other database resources, or in publications or by utilizing data provided by experimental laboratories. Provide evidence and evidence codes for the genome annotations generated by the BRC.
- iii. Release to the scientific community the updated genome annotation on the BRC web site and, if appropriate, in other public genome data repositories such as the Genbank or Refseq repositories at the National Center for Biotechnology Information (<http://www.ncbi.nlm.nih.gov/>) or the EBI Genome Reviews (<http://www.ebi.ac.uk/GenomeReviews/>) at the European Bioinformatics Institute.
- iv. Establish and maintain methods, Standard Operating Procedures (SOPs) and quality checks for both automated and manual annotation and curation of genome sequence data.

b. Analysis Tools

- i. Provide computational comparative genomic and phylogenetic analysis tools to identify and visualize genetic polymorphisms (e.g., Single Nucleotide Polymorphisms, haplotypes, genome rearrangements, lateral gene transfers) between strains, related species and clinical isolates, and to establish relationships among the organisms of study, which may be linked to phenotypic variations, such as virulence and pathogenesis.
- ii. Establish and maintain computational biology tools and analysis algorithms, including text mining, modeling of the pathogen's cellular molecular networks, genome annotation pipelines, comparative genomics studies, prediction of essential genes, prediction of targets for antimicrobial therapies and vaccines.
- iii. Utilize and enhance existing, publicly accessible software tools and algorithms or develop new computational analysis tools and algorithms, as required to provide the services specified in the Statement of Work.

4. BRC Web Site

Establish, maintain, manage and update a public and freely accessible web site for the visualization, retrieval, and computational analysis of research data from the selected group of organisms. The web site shall have the following features and capacities:

- a. Provide and maintain user-friendly graphical user interfaces and application programming interfaces, including web services, workspaces, or ftp sites (File Transfer Protocol), to efficiently upload into the BRC database, as well as query, retrieve, visualize, analyze and download the data and information from the BRC database. Update, add or replace software interfaces to accommodate other existing or emerging technical methodologies.
- b. Provide for integration and compatibility with the web sites of other relevant, publicly accessible resources, such as those at the National Center for Biotechnology Information (NCBI, <http://www.ncbi.nlm.nih.gov/>), European Bioinformatics Institute (EBI, <http://www.ebi.ac.uk/>), other NIAID resources (Biodefense and Emerging Infections Research Resources Repository (<http://www.beiresources.org/>), Immune Epitope database (<http://www.immuneepitope.org/>) or as designated by the Project Officer.
- c. Provide for public accessibility to all genome annotation resource SOPs through links to the relevant data sets.
- d. Cite and acknowledge all sources of data and information appearing on the web site, including data and information contributed by BRC collaborators.
- e. Establish web site release cycles of two months or shorter, that shall include either new web site functionalities and/or new data releases. Release the first version of the web site within two months from the effective date of the contract.
- f. Establish and maintain a tracking system for monitoring and collecting information requests and usage of the BRC web site.
- g. Provide extensive on-line help documentation and tutorials to facilitate the navigation of the web site and the utilization of the software interfaces and analysis tools.
- h. Provide on-line help support to receive and respond to inquiries, including feedback, requests for bioinformatics support, and error (i.e., "bug") reports. Respond to all inquiries within 48 hours of receipt.
- i. Comply with Section 508 (see www.section508.gov).

5. Quality Control

Establish and maintain quality control procedures to:

- a. monitor the accuracy and correctness of BRC database entries and correct errors, if appropriate;
- b. monitor and optimize BRC database integrity;
- c. monitor database query performance and address performance issues;

- d. ensure that all links to software interfaces or to pages within the BRC web site or to web sites outside of the BRC, are not broken, point to the intended web pages, and function correctly;
- e. capture, record, and correct any failure and error that may occur while users are accessing the web site; and
- f. monitor and reduce the response time of the web site's pages (the time taken to load the page).

B. Driving Biological Projects

The Contractor shall provide for research investigations called Driving Biological Projects (DBPs) with qualified organizations housing experimental laboratories having microbiology expertise and knowledge in the pathogens and infectious diseases targeted by the BRC. DBPs must include research that uses high-throughput (HTP) experimental technologies to functionally characterize the genome, proteome or metabolome of microbial organisms to help elucidate how genes, proteins and metabolites may be involved in pathogenesis, antimicrobial resistance or other biological processes of interest in the study of infectious diseases. HTP approaches to functional characterization of genes and proteins may include, for example, microarrays, mass spectrometry, two-hybrid screenings, RNAi experiments, and bioassays. Within this context, the Contractor shall:

1. Collaborate on the DBPs through the provision of bioinformatics support to the DBP. Bioinformatics support may include performing the statistical analysis of the experimental data, generating predictive models of the biological system under investigation, and providing the data management system for the project.
2. Manage non-renewable DBPs each lasting not more than two years during the contract period of performance. No more than two DBPs shall be concurrently managed at any time during the contract period of performance.
3. Solicit DBP white paper proposals from the broad scientific community through announcements on the BRC website or other outreach activities. Proposals must clearly identify how the DBP will combine and apply experimental and bioinformatics techniques to advance and contribute to biological research in the infectious diseases and pathogens targeted by the BRC. DBP white paper proposals cannot exceed 15 pages and must include:
 - a. a description of the project's goals;
 - b. a description of the HTP experimental technologies that are necessary to carry out the project and the facilities, equipment and other resources available to the project by the experimental lab;
 - c. a description of the bioinformatics support services provided by the Contractor to carry out the project and a list of the BRC staff that will be devoted to the project, including their level of effort;
 - d. a delineation of the project's milestones;
 - e. expected results and a data release plan for the project;
 - f. a list of proposed scientific and technical personnel at the experimental laboratory, and a description of their qualifications, relevant experience and roles in the project. The DBP lead investigator must devote at least 10% effort to the project; and

- g. the budget proposed by the experimental laboratory, broken down into total direct costs for labor, materials, and other line items, as appropriate for the project.
- 4. Identify appropriate DBP white paper proposals and submit them to the Project Officer and Contracting Officer for review and approval.
 - a. The first set of two DBP white paper proposals must be submitted to the Project Officer and Contracting Officer within 6 months of the effective date of the contract. The DBPs start date must be within 9 months of the effective date of the contract.
 - b. The second set of two proposals must be submitted within 2 years and 6 months of the effective date of the contract. The DBPs start date must be within 2 years and 9 months of the effective date of the contract.
- 5. Within 2 weeks from Project Officer approval of each DBP white paper proposal, submit to the Project Officer and Contracting Officer the Final DBP Project Plan, to address all comments, issues and questions provided by the Project Officer and Contracting Officer. Written Project Officer approval of the Final DBP Project Plan is required prior to the initiation of the proposed DBP activities.
- 6. Limit the number of DBPs to only one from the prime Contractor's and subcontractors' institutions, including the DBPs' institutions, during the entire contract period of performance.
- 7. Develop and implement procedures for the monitoring of progress, and replacement of expiring or ineffective DBPs that include criteria and mechanisms to monitor and assess the productivity and success of DBPs at semi-annual intervals and for terminating those projects that do not meet their goals. The Contractor shall provide the Project Officer with an assessment of each DBP's progress at semi-annual intervals and shall inform the Project Officer and Contracting Officer of DBPs that are unsuccessful or failing to achieve their goals. The Project Officer and Contracting Officer will review and approve recommendations for DBP termination.
- 8. Provide for public accessibility on the BRC web site to all experimental results and data generated by the DBPs according to the data release guidelines specified below.

C. BRCs Interoperability and Collaborations with the Scientific Community

- 1. Coordination with other BRCs and other bioinformatics resources
 - a. BRCs Interoperability Working Group (IOWG):

Designate one to two Contractor personnel to serve as members and participate in discussions of the IOWG. The IOWG is responsible for facilitating the coordination among the BRCs and collaboration of the BRCs with other bioinformatics resources or consortia. The IOWG is also responsible for specifying the software requirements for interoperability, including developing BRCs-wide data access/transfer protocols, identifying computational services and analysis tools that will be housed by the BRCs Portal, defining data and protocol standards to be adopted by all BRCs, and identifying genome annotation quality metrics and performance metrics to be adopted by all BRCs. The recommendations of the IOWG must be reviewed and approved by the Project Officer prior to their

implementation. (NOTE: The BRCs Portal Contractor will be responsible for establishing, managing, leading and chairing the IOWG as outlined in Section 3), II., Part B).

- b. Utilize or improve existing, or emerging data standards, ontologies, controlled vocabularies, data classification systems and data exchange formats that are applicable to the data supported by the BRC, including, the Gene Ontology, EC numbers, Ontology for Biomedical Investigations, any standard established by the Genomic Standards Consortium (<http://gensc.org/gsc/>), and/or other data systems, standards and formats as specified by the Project Officer. The Contractor shall also solicit recommendations from pathogen experts and the broad scientific community about new data standards, ontologies and controlled vocabulary.

2. Collaborations with the scientific community

Interact and maintain continuous and close interactions with scientific community members whose research interests are related to the pathogen data and information provided by the BRC. Establish collaborations and communication by:

- a. Receiving input from the scientific community:
 - i. Solicit advice with the annotation and curation of all the data in the BRC. Advice shall be obtained on an ongoing basis through interactions and consultations with the scientific community via scientific meetings, annotation jamborees, training sessions and direct, personal communications.
 - ii. Identify sources of data to be housed by the BRC. Sources include publications or other data repositories. Solicit such data from these sources and, with approval of the source contributor (if necessary), import the data into the BRC database for public dissemination on the BRC web site.
- b. Performing outreach activities:
 - i. Promote widespread awareness throughout the scientific community of the data and tools available through the BRC, as well as the opportunity to submit DBP white paper proposals, through electronic and print media distribution; posters and oral presentations and hand-outs at scientific meetings, symposia and workshops; and advertisements in relevant scientific journals.
 - ii. Provide training to use the BRC database and analysis resources provided via the BRC web site, including organizing workshops or training sessions at scientific meetings, setting up booths to offer participants hands-on experience, and developing interactive tutorials or other forms of training materials for experienced to novice users with bioinformatics and database expertise.

3. Scientific Working Group

- a. Establish a Scientific Working Group (SWG) composed of eight to ten investigators that are not associated with the BRC or current collaborators with any of the BRC's key personnel. The SWG will provide advice to the Contractor about the management and performance of the resource, and about the needs of the scientific community regarding the resources to be provided by the BRC.

NOTE: Do NOT include any names of potential SWG members in your proposal.

- b. Within two months of the effective date of the contract, recommend to the Project Officer for review and approval the names of individuals for SWG membership and provide information on their area of expertise and other relevant selection factors. SWG members should be knowledgeable in a broad range of scientific areas that match the resources, data types and pathogens that are relevant to the BRC, including expertise in computational biology, microbiology, genomics, proteomics, infectious diseases, drug/vaccine development. **NOTE: The Contractor shall NOT contact individuals regarding service on the SWG until final approval by the Project Officer.**

- c. Organize and conduct at least one SWG meeting per year to be held at a site selected by the Contractor, and one SWG meeting per year via teleconference. Seven calendar days prior to the SWG meeting, provide a meeting agenda to the Project Officer for review. Upon approval by the Project Officer, distribute the meeting agenda to all meeting participants. Provide a summary of all meetings and conference calls in the Semi-Annual Progress Reports. SWG meetings and conference calls shall be attended by the BRC key personnel, the Project Officer and other NIAID staff.

4. BRC software and data release guidelines

- a. All data and information generated under the contract, including data and information generated by the DBPs, shall be released in the BRC web site and/or the BRCs Portal by the BRCs Portal Contractor within one month from publication or within one year of generation, whichever comes first.
- b. All analysis tools, algorithms, software interfaces, source codes and documentation, and other software technologies developed and/or enhanced under the contract shall be made freely available to the scientific community with an open source license.

D. Project Management

1. Overall Project Management

- a. Provide for the overall management, integration and coordination of all contract activities, including the management and coordination of activities carried out under subcontracts or by consultants.
- b. Provide a technical and administrative infrastructure needed to ensure the efficient planning, initiation, implementation and timely completion of all activities carried out under this contract and effective communications with the Project Officer and the Contracting Officer.
- c. Provide for a Project Manager (PM) with responsibility for overall project management and communications, tracking, monitoring and reporting on project status and progress, and recommending modifications to project requirements and timelines, including projects undertaken by subcontractors. The PM shall support the scientific and administrative leadership of the Principal Investigator.

2. Subcontract Management and Reporting

The Contractor shall:

- a. solicit, evaluate, secure and manage subcontractor services in accordance with the requirements established by Federal contracting regulations (FAR Clause 52.244.2), including overseeing and assessing performance of the technical, administrative and operational activities of subcontractor(s); auditing subcontractor facilities, services, and financial expenditures; and tracking deliverables and reporting requirements. Identify and resolve problems and deficiencies with subcontractor performance when necessary;
- b. ensure that subcontractor personnel, equipment and facilities are compliant with all NIAID, NIH, DHHS and Federal regulatory requirements throughout the contract period of performance;
- c. ensure the complete and effective transfer of data, software applications and other technologies by the subcontractor(s) to the Contractor, the Government, or a third party designated by the Project Officer; and
- d. perform all necessary transition and closeout functions on each subcontract.

3. BRC Performance Metrics

Within three months from the effective date of the contract, prepare and submit to the Project Officer for review and approval a BRC Performance Metrics Plan that describes the performance metrics, how they shall be monitored, and the frequency of monitoring over time. After Project Officer approval, the BRC Performance Metrics Plan shall be implemented and the metrics reported in the Semi-Annual Progress Reports. Quantitative metrics shall include methods to obtain and monitor performance values, BRC's value addition with respect to other public data repositories and BRC resource utilization over time. Examples of such metrics include: number of visits (web site "hits"), number of data and software downloads, number of users of analysis services web pages rankings by popular search engines (e.g., Google), number of publications citing the BRC's services, number of gene annotations provided by the scientific community, number of publications associated to a gene annotation, and number of experimental datasets integrated in the BRC database. The metrics must also illustrate how much the resource satisfies the data integration and analysis needs of users with varying levels of bioinformatics expertise, different scientific expertise (i.e., microbiology, bioinformatics, genomics) and diverse interests in specific pathogens.

4. Meetings and Teleconferences

a. Monthly Meetings/Teleconferences

- i. Plan and conduct meetings at a minimum of bimonthly intervals, either in person or via teleconference, with the Contractor's key personnel to review overall progress.
- ii. Plan and conduct meetings of the Contractor's Principal Investigator and Project Manager with the Project Officer and Contracting Officer at a minimum of monthly intervals, either in person or via teleconference, to review the

progress of the BRC and the status of approved DBPs, and to discuss any matters relevant to the scientific and financial administration of the contract and future activities. The schedule for these meetings will be established by the Project Officer, Contracting Officer and Contractor within 30 calendar days of the effective date of the contract. Prepare and distribute the agenda and meeting/teleconference materials to all participants on/before one calendar day prior to the meeting. Within five calendar days of completion of the meeting provide the Project Officer and Contracting Officer with the list of action items identified during the meetings and teleconferences.

b. Annual Site Visit

Arrange for and conduct annual site visits for NIAID contract and program staff to review and discuss: project progress; problems and obstacles and approaches to overcoming identified problems and obstacles; recommendations for modifications in project timelines, objectives, and research approaches/methodologies based on outcomes to date; and future plans. These site visits shall be attended by the Principal Investigator, the Project Manager, the Contractor's business representative, and all key personnel. The Contractor shall be responsible for:

- i. Planning and submitting the agenda to the Project Officer for approval at least seven days prior to the visit;
- ii. Developing written and oral presentation materials;
- iii. Arranging for the logistics associated with the site visits and for travel costs for all non-Government site visit attendees; and
- iv. Providing the Project Officer and Contracting Officer with a summary of the action items identified during the site visit within five days of completion of the visit.

c. Annual Program Meeting

In consultation with the Project Officer, plan, organize and conduct two-day Annual Program Meetings. Annual Program Meetings are intended to provide an opportunity for BRC investigators to discuss successes, problems, and challenges of their Center's activities, to share methodologies, and to foster collaboration and inter-operability. Each BRC Contractor shall alternate planning, organizing and conducting the Annual Program Meeting at a location determined by the Contractor in charge of the meeting for that year. The Project Officer and BRCs' Contractors will discuss and agree upon which BRC Contractor is responsible for the upcoming Annual Program Meeting.

The first meeting shall be held within the first six months of the effective date of the contract and annually thereafter. The draft and final agendas are due to the Project Officer for review and approval on/before 60 and 30 calendar days, respectively, prior to the meeting. Electronic copies of the presentations shall be provided to the Project Officer within 14 calendar days after the meeting. The meeting shall be attended by a maximum of five individuals from each Center, including subcontractor personnel, as well as by the Project Officer, the Contracting Officer and other key NIAID and NIH staff.

5. Program Development Plan

Within 30 calendar days of the effective date of the contract, prepare and submit to the Project Officer and Contracting Officer for review and approval a Program Development Plan (PDP) that covers the first year of the contract period of performance. The PDP shall provide schedules and milestones for the development and implementation of all BRC planned activities. An updated PDP shall be submitted annually at 30 calendar days prior to the anniversary of the effective date of the contract. The PDP must be approved by the Project Officer and the Contracting Officer prior to initiation of any activities associated with its execution.

6. Ad hoc Reports

Prepare and provide up to three ad hoc reports per year to the Project Officer and Contracting Officer, as requested, on topics that fall within the scope of the Statement of Work. The information contained within the ad hoc reports may be provided to various branches of the Government and/or public health related agencies and collaborators only with approval of the Project Officer. The Project Officer will specify the report format at the time of the request.

7. Intellectual Property

The Contractor shall be solely responsible for the timely acquisition of all appropriate proprietary rights, including intellectual property rights, and all materials need to perform the project. Before, during, and subsequent to the award, the U.S. Government is not required to obtain for the Contractor any proprietary rights, including intellectual property rights, or any materials needed by the Contractor to perform the project. The Contractor is required to report to the U.S. government all inventions made in the performance of the project, as specified in FAR 52.227-11 (Bayh-Dole Act).

E. Scientific and Technical Personnel

1. Provide a Principal Investigator (PI) with strong scientific leadership, as well as significant experience in managing and directing a bioinformatics resource. The PI shall have the ultimate responsibility for the scientific and technical leadership and direction of the BRC and the planning, management, coordination and integration of all contract activities, including directing the research, meeting milestones, managing the budget, managing subcontractors and equipment purchases, and making a wide range of decisions about staffing, research priorities, soliciting and selecting DBPs, solving intellectual property issues, preparing contract required reports and other official documentation, and completing deliverables. The PI shall be supported by the PM for the activities related to project management and administration of the BRC.
2. Provide scientific and technical personnel with expertise in microbiology, pathogenesis, immunology or infectious diseases for the targeted group of pathogen species to make certain that the scientific information housed and maintained by the BRC is current and useful to infectious diseases researchers.
3. Provide scientific and technical personnel with expertise in IT systems, network architecture, and computational analysis software applications and development, including bioinformatics, information technology administration, software engineering, computational biology, high-throughput '-omics' technologies and knowledge of other experimental approaches that generate data types to be supported by the BRC.

F. Information Technology Resources, Facilities and Biosafety

1. Plan for Developing and Maintaining the Information Technology and Data Management Systems

Within two months from the effective date of the contract, submit to the Project Officer and Contracting Officer for review and approval, a Plan for developing and maintaining the Information Technology and Data Management Systems of the BRC. The Plan is subject to modifications by the Project Officer and Contracting Officer prior to approval. The Plan shall include, at a minimum, a description of the computational and network infrastructure provided by the Contractor; an overview of the security, back-up and recovery, and privacy requirements; logical access control to networks and information systems; the methods used for monitoring of protection against data loss; malicious code protection (including, antivirus and filtering of e-mail attachments); security awareness training requirements for the Contractor and subcontractors staff; and physical security, such as access control (e.g., locks, guards), power conditioning, air conditioning, and fire protection. If available, the Contractor's institution's security policies and guidelines should be provided in the plan.

Provide similar information for any subcontractor developing or accessing the BRC information technology infrastructure and network.

2. IT and Network Systems

Provide and maintain secure IT systems and network architecture, development and production environments and computational infrastructure to support the BRC activities and the resources provided to the users, including the development and testing of algorithms and software applications, data analysis and integration, data import and dissemination and other computational needs of the BRC. Develop and implement procedures for routine system backup and recovery of the database and analysis resources. Provide uninterrupted access to the BRC by the scientific community. Develop and implement procedures to minimize interruptions during hardware and software upgrades.

The Contractor's institutional security policies and guidelines must be followed.

3. Facilities

Provide all the facilities needed to house the computer equipment and other IT resources that are necessary to perform the technical requirements set forth in Statement of Work for the entire contract period of performance.

4. Biosafety regulations

Ensure that DBPs' personnel, equipment and facilities are compliant with all NIAID, NIH, DHHS and Federal regulatory requirements in effect throughout the contract period of performance. If relevant:

- a. Provide safe facilities and resources, and conduct work in accordance with the Biosafety in Biomedical and Microbiological Laboratories guidelines, Centers for Disease Control and Prevention and the National Institutes of Health, fifth edition. (<http://www.cdc.gov/OD/ohs/biosfty/bmbl5/bmbl5toc.htm>).
- b. Provide biocontainment facilities and staff with the required training and expertise to operate the facilities and conduct the contractual services at the appropriate Biosafety Level (BSL). (<http://bmbl.od.nih.gov/index.htm>).
- c. Provide training, protective garments, equipment, and monitoring to ensure safe handling of potentially hazardous microorganisms and materials for all Contractor personnel involved in any activities provided under the contract. Safety and Health HHSAR 352.223-70 clauses shall apply.
- d. Conduct work in accordance with the DHHS regulations regarding the transfer of select agents (42 CFR Part 72) (<http://www.cdc.gov/ncidod/srp/specimens/shipping-packing.html>).

G. Initial and Final Transition

1. Initial Transition from Incumbent BRC Contractors

In the event of a new Contractor(s), coordinate with the incumbent BRC contractors to implement an orderly, secure, and efficient transition of activities as follows:

- a. Provide for an efficient transition of genomics and other data, database schema, software applications and source codes, analysis tools, annotation SOPs and other resources, information and documentation generated by the incumbent BRC contractors (<http://www3.niaid.nih.gov/research/resources/brc/awards.htm>) to ensure a seamless transition of the services.
- b. Evaluate the established resources of the incumbent BRC contractors to determine which resources require transition and modifications to conform to the requirements of the Statement of Work, and that are compatible with the targeted organisms of the BRC.
- c. *Initial Transition Plan:* Within five calendar days of the effective date of the contract, the Project Officer will provide to the Contractor a copy of the Final Transition Plan from the relevant, incumbent BRC contractor(s). Based on this Final Transition Plan and the technical requirements set forth in the Statement of Work, the Contractor shall develop and submit within 15 calendar days of the effective date of the contract, for Project Officer review and approval, an Initial Transition Plan. This plan shall specify which resources of the incumbent Contractor are to be retained, modified, replaced, discarded, or require new development, as well as proposed timelines and milestones to ensure an efficient and orderly transition of contract data, systems and activities. In addition, the plan shall specify the staff responsible for implementing the initial transition with defined roles and responsibilities.
- d. After approval by the Contracting Officer and the Project Officer, implement and complete the Initial Transition Plan within 90 calendar days from the effective date of the contract. During the implementation phase of the Initial Transition

Plan, on a biweekly basis, the Contractor shall debrief the Project Officer about the transition's progress either in writing or through conference calls.

2. Final Transition

- a. The Contractor shall ensure an orderly, secure, and efficient transition of contract-related materials and activities to the successor Contractor or to the Government, to be completed by the expiration date of the contract.
- b. A description of transition activities, timelines, and assigned staff for the BRC shall be provided in Draft and Final Transition Plans, which will be reviewed and approved by the Project Officer. The Draft Transition Plan shall be submitted 12 months prior to the completion date of the contract, and the Final Transition Plan (approved by the Project Officer and Contracting Officer) shall be submitted six months prior to the completion date of the contract. The final transition shall be fully completed by the completion date of the contract.

II. PART B – BIOINFORMATICS RESOURCE CENTERS PORTAL

The Contractor shall utilize the facilities, personnel, computational equipment and other resources provided by the Bioinformatics Resource Center to support and maintain the BRCs Portal, as follows:

A. BRCs Portal Web Site

1. Establish and maintain a publicly accessible BRCs Portal web site that shall provide general information about the BRCs program, serve as a starting point and gateway to the individual BRCs web sites, and serve as a central data repository and analysis resource for all groups of pathogens supported by the individual BRCs.
2. Establish web site release cycles of two months or shorter, that shall include either new web site functionalities and/or new data releases. Release the first version of the web site within two months from the effective date of the contract.

B. BRC Central Data Repository and Analysis Resource

1. Establish and maintain a central data repository and analysis resource that shall collect, store, update, make publicly available on the BRCs Portal web site, and provide for the analysis of microarray expression data and proteomics data for all pathogens groups supported by the BRCs. The BRCs Portal shall be responsible for seeking sources of such data for all groups of pathogens and uploading the data into the central data repository. The Project Officer will identify additional data types to be included in the central data repository and will inform and instruct the BRCs Portal Contractor regarding implementation.
2. Integrate the data in the central data repository of the BRCs Portal with the relevant data of specific pathogens from the individual BRCs, using web links, web services, and other existing or emerging technologies that may be updated or added to accommodate changes. For example, pathogenic *Yersinia pestis*' gene/protein expression data in the BRCs Portal central data repository should be linked and

integrated with the *Yersinia pestis*' gene/protein annotation and pathway information that may be available at the web site of the BRC supporting this bacterial species.

C. Interoperability Activities

Propose, establish, manage, lead, support and implement the interoperability activities among the BRCs, and of the BRCs with other bioinformatics programs and research initiatives funded by the NIH or other funding Agencies. Such activities include:

1. Recommend to the Project Officer the interoperability activities, analysis and computational resources, controlled vocabularies, ontologies and data exchange protocols that need to be adopted by the BRCs program and are relevant to all the BRCs as a group. Provide solutions to common problems related to data sharing and software re-usability.
2. Recommend to the Project Officer relevant, publicly accessible databases and bioinformatics resources with which all the BRCs should collaborate or interact, for example by establishing reciprocal links, exchanging datasets, utilizing web services or through other interoperability types of activities.
3. BRCs Interoperability Working Group (IOWG):
 - a. Establish, provide leadership, and serve as chair for the IOWG. IOWG membership shall consist of one to two individuals from each BRC designated by each BRC Contractor. The IOWG shall be established within three months from the effective date of the contract.
 - b. Plan, organize and conduct bimonthly IOWG conference calls or ad hoc meetings. IOWG meetings and conference calls shall be attended by the BRCs' designated IOWG members, BRC key personnel, the Project Officer and other NIAID staff.
 - c. Perform administrative activities of the IOWG.
 - d. Provide a summary of all meetings and conference calls in the Semi-Annual Progress Reports.
4. Establish, administer and maintain an electronic BRCs discussion forum, through a Wiki, listserv or other appropriate software applications to facilitate communication, documents sharing and archiving among the BRCs.

D. Initial and Final Transition

1. Initial transition

In the event of transition to a new Contractor, coordinate with the incumbent BRCs Portal contractor to implement an orderly, secure, and efficient transition of activities, as follows:

- a. Provide for an efficient transition of genomics and other data, database schema, software applications and source codes, analysis tools, annotation SOPs and other resources, information and documentation generated by the incumbent contractor (see <http://www.brc-central.org/>) to ensure a seamless transition of the services.

- b. Evaluate the established resources of the incumbent contractor to determine which resources require modifications to comply with the requirements of the Statement of Work.
 - c. *Initial Transition Plan*: Within five calendar days of the effective date of the contract, the Project Officer will provide to the Contractor a copy of the Final Transition Plan from the relevant, incumbent contractor. Based on this Final Transition Plan and the technical requirements set forth in the Statement of Work, the Contractor shall develop and submit within 15 calendar days of the effective date of the contract, for Contracting Officer and Project Officer review and approval, an Initial Transition Plan. This plan shall specify which resources of the incumbent Contractor are to be retained, modified, replaced, discarded, or require new development, as well as proposed timelines and milestones to ensure an efficient and orderly transition of contract data, systems and activities. In addition, the plan shall specify the staff responsible for implementing the initial transition with defined roles and responsibilities.
 - d. After approval by the Project Officer, implement and complete the Initial Transition Plan within 90 calendar days from the effective date of the contract. During the implementation phase of the Initial Transition Plan, on a biweekly basis, the Contractor shall debrief the Project Officer about the transition progress either in writing or through conference calls.
2. Initial Transition from the Administrative Center of the Proteomics Research Centers (PRCs)
- a. Implement and ensure an orderly, secure and efficient transition of the data, experimental protocols and other information and services available at the NIAID funded Administrative Center of the PRCs (<http://www.proteomicsresource.org/>) into the BRCs Portal.
 - b. *Initial Transition Plan*: Within five calendar days of the effective date of the contract, the Project Officer will provide to the Contractor a copy of the Final Transition Plan from the PRCs Administrative Center. Based on this Final Transition Plan and the technical requirements set forth in the Statement of Work, the Contractor shall develop and submit within 30 calendar days of the effective date of the contract, for Contracting Officer and Project Officer review and approval, an Initial Transition Plan specifying proposed timelines and milestones to ensure an efficient and orderly transition of contract data, systems and activities, as well as the staff to be assigned to implement the initial transition with defined roles and responsibilities.
 - c. After approval by the Project Officer, implement and complete the Initial Transition Plan within 150 calendar days from the effective date of the contract while working in collaboration with the PRCs Administrative Center. During the implementation phase of the Initial Transition Plan, on a biweekly basis, the Contractor shall debrief the Project Officer about the transition progress either in writing or through conference calls.
3. Final Transition

- a. The Contractor shall ensure an orderly, secure, and efficient transition of contract-related materials and activities to the successor Contractor or to the Government, to be completed by the expiration date of the contract.
- b. A description of transition activities, timelines, and assigned staff for the BRCs Portal shall be included in the Draft and Final Transition Plans for the BRC.

**ADDITIONAL TECHNICAL PROPOSAL INSTRUCTIONS,
FORMAT FOR TECHNICAL PROPOSAL, and TABLE OF CONTENTS**

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It is strongly recommended that Offerors use the following template as the Table of Contents for the Technical Proposal. All information presented in the Technical Proposal should be presented in the order specified below.

These additional Technical Proposal instructions reflect the requirements of the RFP and provide specific instructions and formatting for the Technical Proposal. While Section L.2.b. of the RFP provides a generic set of Technical Proposal instructions applicable to all NIH R&D solicitations, these instructions are tailored to the specific requirements of the RFP. The information requested in these instructions should be used to format and prepare the Technical Proposal, and should be used as a Table of Contents for your Technical Proposal. Offerors should follow the instructions in Section L of the solicitation, and include the information requested here.

Offerors are advised to give careful consideration to the Statement of Work, all reference materials, and attachments, the Technical Evaluation Criteria in Section M, and the RFP as a whole in the development of their Technical Proposals.

Offerors proposing subcontracts to perform portions of the Statement of Work should clearly identify the specific tasks for which they plan to utilize subcontractors, as well as the method and level of integration/coordination between the prime Contractor and all proposed subcontractors, and the expected advantages of such an approach.

Offerors are reminded that the total page limitation for the entire Technical Proposal is 150 pages including all appendices and attachments. Any pages in excess of this limit will be expunged from the proposal and will not be considered in the technical review.

TECHNICAL PROPOSAL – TABLE OF CONTENTS

GENERAL NOTES

All offerors must submit technical proposals that respond to both Part A - Bioinformatics Resource Center and Part B - Bioinformatics Resource Centers Portal of the Statement of Work.

SECTION 1:

- 1) PROPOSAL TITLE PAGE. Include RFP title and number, name of organization, DUNS number, proposal part, and identify if the proposal is an original or a copy.
- 2) PROJECT OBJECTIVES, NIH FORM 1688
- 3) GOVERNMENT NOTICE FOR HANDLING PROPOSALS
- 4) PROPOSAL SUMMARY AND DATA RECORD (NIH-2043)
- 5) TABLE OF CONTENTS

SECTION 2: TECHNICAL PROPOSAL OVERVIEW (suggested 3-page maximum)

Provide a brief description of the proposed Bioinformatics Resource Center (BRC), including:

- 1) The selection of the group of organisms the offeror proposes to support in the BRC;
- 2) The key features of the proposed database, web site and analysis resources;
- 3) A list of key personnel of the offeror and proposed subcontractors with degrees and titles, and a brief description of their proposed activities; and
- 4) The facilities and other resources to be made available by the offeror and any proposed subcontractors.

PART A – BIOINFORMATICS RESOURCE CENTER

SECTION 3: TECHNICAL PLAN / APPROACH

1) Bioinformatics Resource Center

- a. *Targeted pathogens:* Specify one group of pathogens from the following to be supported by the BRC and provide the rationale for the selection.

- all bacterial species
- all viral families
- all protozoan species
- invertebrate vectors of human pathogens

The targeted organisms are those in the NIAID Category A-C Priority Pathogen lists for biodefense research, as well as in the list of pathogens causing emerging/re-emerging infectious diseases (<http://www3.niaid.nih.gov/research/topics/emerging/list.htm>), and their phylogenetically, closely related species.

Offerors may propose other human pathogen species not included in the targeted organisms list, however, inclusion of additional pathogen species in the BRC will be dependent upon Project Officer approval post-award.

- b. *Experience with establishing and maintaining bioinformatics resources:* Describe experience in operating a bioinformatics resource that supports genomics or other research data types of microbial or other living organisms for public accessibility from the scientific community. Include a discussion of technical problems encountered in collecting, archiving, updating, integrating, and maintaining data, and how these problems were overcome.
- c. *Database system:* Describe the proposed approaches to establish and maintain a flexible, scalable database for collection, storage, management, tracking, updating, and archiving of a variety of research data. Provide a list of data types and data sets that will be included and integrated in the database.
- d. *Microbial genome annotation resource:* Describe the microbial genome annotation resource and the approaches that will be used to annotate the

genome sequences. Describe whether the resource will provide both computational and human curation of the genome annotation, how genome annotation efforts will be prioritized, and how the BRC will interact and release data to other public genome data repositories.

- e. *Analysis tools*: Describe the analysis tools that will be utilized and integrated to support the analysis resources of the BRC. Provide a plan to enhance existing computational biology tools and analysis algorithms or to develop new ones.
- f. *BRC web site*: Describe the graphical user interfaces and application programming interfaces to the database and analysis tools that will be made available on the BRC web site. Describe how other relevant publicly accessible resources will be integrated with the BRC; and discuss plans and procedures for providing on-line help support, tracking and responding to users' inquiries and error ("bug") reports.
- g. *Quality Control*: Describe the quality control procedures that will be established to monitor the database integrity, query and retrieval response times, integrity of the links to other web pages, and the accuracy and update status of the database content.

2) **Driving Biological Projects (DBPs)**

- a. Describe plans and procedures to solicit and establish DBPs with experimental laboratories having microbiology expertise and knowledge in the pathogens and infectious diseases targeted by the BRC. Describe the activities through which collaborations with experimental laboratories will be established, how white paper proposals will be solicited, selected for support and monitored for progress.

3) **BRCs Interoperability and Collaborations with the Scientific Community**

- a. Describe plans for the interoperability activities that will be carried out by the BRC to facilitate data and software exchanges with other BRCs, the BRCs Portal, other publicly available bioinformatics resources and the scientific community in general.
- b. Describe plans to establish collaborations with the scientific community, including a description of outreach and training activities, how input regarding the annotation and curation of data will be received, how feedback about the BRC resources will be collected, and how potential sources of data to be hosted in the BRC will be identified.
- c. Describe plans to establish the Scientific Working Group (SWG) and describe the ideal composition and expertise of its members to provide advice on the management and performance of the BRC. **Do not identify names of any individual proposed for the SWG membership nor contact any specific individual regarding service on the SWG.**

SECTION 4: SCIENTIFIC AND TECHNICAL PERSONNEL

The Technical Proposal should include all information relevant to document individual training, education, experience, qualifications and expertise of proposed key scientific and technical personnel of the offeror and all proposed subcontractors that are necessary for the successful completion of all contract requirements. Limit CVs to 2-3 pages and provide selected references for publications relevant to the scope of the RFP, and include experience with projects of similar scope, size, and complexity carried out by the offeror and any proposed subcontractors over the past 5 years. In particular:

- 1) Principal Investigator (PI): Describe and document the education, training, relevant experience, expertise and qualifications of the PI to plan, coordinate, manage, and lead the scientific and administrative activities set forth in the Statement of Work, including experience with leading project activities both directly and indirectly through subcontractors, and identifying and resolving problems encountered in meeting milestones and timelines for projects of similar scope, size and complexity.
- 2) Project Manager (PM): Describe and document the training, relevant experience, expertise and qualifications of the PM to carry out the duties and activities set forth in the Statement of Work, including monitoring and tracking work progress and timelines relative to both schedule and budget. Describe the expertise and training of the PM in coordinating complex activities involving multiple parties, including coordinating project and subcontractor activities, and organizing and maintaining lines of communication, such as teleconferences and face-to-face meetings.
- 3) Other Key Scientific and Technical Personnel: Describe and document the education, training, relevant experience, expertise and qualifications for other key scientific and technical personnel of the offeror and all proposed subcontractors required to carry out the activities set forth in the Statement of Work, such as co-principal investigators, group leaders/managers and post-doctoral fellows. Include expertise in microbiology, pathogenesis, immunology,
- 4) or infection diseases related to the proposed pathogen group, and IT systems, network architecture, and computational analysis software applications and development, including bioinformatics, information technology administration, software engineering, computational biology, high-throughput “-omics” technologies, and other experimental approaches that generate data types supported by the proposed BRC.

SECTION 5: FACILITIES, EQUIPMENT AND OTHER RESOURCES

Provide a description and document the availability and adequacy of facilities, equipment and other resources necessary to carry out the Statement of Work, including:

- 1) Location and availability of the facilities, computational and other resources dedicated to the project for the offeror and any proposed subcontractors and consultants (lease or ownership information should be provided).

- 2) Describe the computer equipment, network infrastructure, database management systems and overall information technology systems administration that will be required to effectively carry out the functions specified in the Statement of Work.

SECTION 6: PROJECT MANAGEMENT

- 1) Provide a Project Management Plan for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and completion of tasks identified in the Statement of Work. If consultants and/or subcontractors are proposed, include a plan to manage, coordinate, and oversee the work performed by consultants and/or subcontractor(s).
- 2) Provide a Staffing Plan that describes roles, responsibilities, and level of effort for all scientific and technical personnel, including all proposed subcontractors and consultants. Indicate clear lines of authority and responsibility for all proposed personnel. The Staffing Plan should illustrate the interdisciplinary composition of the BRC personnel.
- 3) Describe the project management systems that will be used to track activities and to keep multiple activities on time and budget. Provide timelines and milestones for the development and implementation of all proposed activities for the first year of the contract.
- 4) Describe quantitative and qualitative metrics and methods for data collection to measure and evaluate performance of the BRC.

PART B – BIOINFORMATICS RESOURCE CENTERS PORTAL

SECTION 7: BRCs PORTAL APPROACH, PERSONNEL, MANAGEMENT, AND FACILITIES

- 1) Provide a plan for the establishment and maintenance of the BRCs Portal web site, central data repository and analysis resource. Describe how microarray and proteomics data for all pathogen groups supported by all individual BRCs will be supported by the BRCs Portal. Delineate how data managed in the BRCs Portal central data repository will be integrated and linked to the pathogen data supported by the individual BRCs. Describe the analysis tools to be provided by the BRCs Portal to facilitate the analysis of the data in the central data repository.
- 2) Provide a plan to establish, manage, lead and support the interoperability activities among the BRCs, and of the BRCs with other bioinformatics programs and research initiatives, including the establishment and leadership of the BRCs Interoperability Working Group (IOWG) and the management of an electronic BRCs discussion forum.
- 3) Describe additional scientific and technical personnel of the proposed BRCs Portal, if not already described in response to Part A, Section 4.3. of the Additional Technical Proposal Instructions. Include all information relevant to document individual education, training, relevant experience, expertise and qualifications. Limit CVs to 2-3 pages and provide selected references for

publications relevant to the scope of the Statement of Work, Section 3), II. Part B, Bioinformatics Resource Centers Portal.

- 4) Provide a Project Management Plan for the BRCs Portal that addresses the planning, initiation, implementation, conduct, monitoring and completion of tasks identified in the Statement of Work.
- 5) Provide a BRCs Portal Staffing Plan that describes the roles, responsibilities, clear lines of authority, and level of effort of the scientific and technical personnel of the BRCs Portal. Describe how the BRCs Portal Staffing Plan relates to the Staffing Plan of the proposed BRC.
- 6) Describe the facilities, computational equipment and other resources to be committed to the BRCs Portal and how they relate to those of the proposed BRC.

SECTION 8: OTHER CONSIDERATIONS

Section L of the RFP provides minimum documentation requirements for the following items. The required information described in Section L should be assembled together, in the following clearly marked sections of the Technical Proposal. Refer to Section L of the RFP for specific requirements. Read each section below carefully. In some cases, offerors may be asked to provide documentation which is in addition to the minimum requirements identified in Section L.

- A. Obtaining and Disseminating Biomedical Research Resources
Section L of the RFP specifies the minimum documentation requirements for this element. The Technical Proposal should document all information necessary to evaluate this issue.
- B. Sharing Research Data (Plan)
Section L of the RFP specifies the minimum documentation requirements for Data Sharing. All related documentation should be included in the proposal in this clearly marked section. The Technical Proposal should include a plan for Data Sharing as required by this RFP.
- C. Information Technology (IT) Systems Security
Section L of the RFP specifies the minimum documentation requirements for IT Systems security. All related documentation should be included in the Technical Proposal in this clearly marked section. The Technical Proposal should include a plan for IT Systems security as required by this RFP.

ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS AND UNIFORM COST ASSUMPTIONS

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In addition to the format requirements for the Business Proposal that are contained in Section L of the solicitation, the information presented in this section of the RFP is intended to provide uniform cost assumptions and business clarifications.

Offerors are advised to give careful consideration to the Statement of Work, all reference material provided as attachments, the Technical Evaluation Criteria, and, the RFP as a whole, in the development of your proposal. The information requested in these instructions should be used as a guide for the development and formatting of your Business Proposal. Offerors should consider and include the information requested here, as well as **any other** information which will benefit the proposal.

BUSINESS PROPOSAL – TABLE OF CONTENTS

SECTION 1 – PROPOSAL COVER SHEET (use form NIH 2043 identified in Section J)

SECTION 2 – COST OR PRICE SUPPORT

Section L of the RFP specifies the minimum documentation requirements for cost data and all cost related support. All related documentation should be included in the proposal in a clearly marked section.

SECTION 3 – UNIFORM COST ASSUMPTIONS

General Instruction: All offerors must submit business proposals that respond to both Part A - Bioinformatics Resource Center and Part B - Bioinformatics Resource Centers Portal of the Statement of Work. Include separate budgets for both Part A and Part B.

1) Technical Cost Assumptions for Part A: Bioinformatics Resource Center

A. Estimated level of Effort:

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 12 Full-Time Equivalents (FTEs) per year, including subcontractor personnel. This information is furnished to offerors for information purposes only and is not to be considered restrictive for proposal purposes.

- B. Driving Biological Projects (DBPs):
Budget for two DBPs for up to \$300,000 total cost, per year, per DBP, to be managed for 4 years of the contract performance period.
- C. Outreach to the Scientific Community:
Budget \$20,000 per year for providing training to the broad scientific community about the bioinformatics services provided by the BRC through hands-on workshops and training sessions, and promoting awareness through electronic and print media, brochures or advertisement in relevant scientific journals.

2) Travel for Part A: Bioinformatics Resource Center

- A. Annual Scientific Working Group (SWG) Meeting:
Assume one meeting per year at the Contractor's site for eight SWG members and five staff members of the Contractor and/or proposed subcontractors. Assume that this will require a one-night stay.
- B. Annual Program Meetings:
Assume responsibility for organizing and running one two-day BRCs Annual Program Meeting during the contract period of performance for five Contractor staff members, including the Principal Investigator and the Project Manager. The meeting must be held at a US location selected by the Contractor. BRC Contractors will alternate responsibility for organizing and running the Annual Program Meeting.
- C. General Scientific Meetings:
Assume one scientific meeting for up to five Contractor staff for a maximum of 4 days per year to present scientific findings generated under this contract, as well as to promote awareness of the BRC and its services to the scientific community.
- D. Travel to Subcontractor Sites:
Assume up to two visits per year per subcontractor site for up to two Contractor staff per visit for a maximum of 2 days to perform subcontractor oversight.

3) Technical Cost Assumptions for Part B: Bioinformatics Resource Centers Portal

- A. Estimated level of Effort:
It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 4 additional Full-Time Equivalents (FTEs) per year including both the BRC and the BRCs Portal personnel, including subcontractor personnel. This information is furnished to offerors for information purposes only and is not to be considered restrictive for proposal purposes.

4) Government Furnished Equipment (GFE) for Part A and Part B

The purchase of Government Furnished Equipment will not be authorized as a direct charge under this contract.

SECTION 4 - TABLE OF CONTENTS FOR DOCUMENTATION REQUIRED UNDER SECTION L OF THE SOLICITATION

1) Small Business Subcontracting Plan

Section L of the RFP specifies the minimum documentation requirements for completing a subcontracting plan. This plan should be turned in with the original proposal. All related documentation should be included in the proposal in a clearly marked section.

2) Extent of Small Disadvantaged Business Participation

Section L of the RFP specifies the minimum documentation requirements for small disadvantaged business utilization. This information should be turned in with the original proposal. All related documentation should be included in the proposal in a clearly marked section.

3) Past Performance Data, including references

Section L of the RFP specifies the minimum documentation requirements for providing past performance information. This information should be turned in with the original proposal. All related documentation should be included in the proposal in a clearly marked section.