

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended		
2. Request for Proposal (RFP) Number: NIHOD2008093	3. Issue Date: July 30, 2010	4. Set Aside: ☐ No ☒ Yes Part IV Section L
5. Title : National Institutes of Health Conference and Administrative Travel Services		
6. ISSUED BY: Office of Logistics and Acquisitions Operations Office of the Director National Institutes of Health 6011 Executive Blvd., Suite 529L Rockville Maryland 20854 		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 3:00 p.m. local time on 08/30/2010. 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 THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY 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, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" 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: Lisa Adams or Joyce Perkins PHONE: 301-496-7792 or 496-6904 e-MAIL: adamsl@od.nih.gov or perkinsj@od.nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
		William Bartelmes Contracting Officer Office of Logistics and Acquisitions Operations National Institute of Health

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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. (Negotiations/discussions not contemplated during the contract award phase only during the task order administration of the contract.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SERVICES

This procurement shall acquire the services of a Contractor. The contractor will perform a broad range of administrative, travel, meeting and conference support. The Contractor period of performance will consist of a base performance period and four one-year option periods. The anticipated contract award date is September 1, 2010. In addition, the Contractor will be responsible for providing a wide range of documentation support, information technology (IT) support, including website design/development, and fiduciary services.

ARTICLE B.2. SUPPLIES OR SERVICES AND PRICES/COSTS

GENERAL

The Contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support, and management necessary to meet the requirements as set forth below in accordance with the Performance Work Statement (PWS).

a) The contract type is expected to be an Indefinite Delivery/Indefinite Quantity (IDIQ) task order contract utilizing Fixed Price (FP) and Time and Materials (T&M) type task orders in accordance with fixed price FAR 16.2. These contracts will be used primarily by NIH, but may also be used by other portions of DHHS and other Federal agencies.

b) NIH reserves the right to make supplemental awards or to use other sources if such action is in the best interest of the government. The choice of which firm to use for an individual action will be at the discretion of the Task Order Project Officer (PO) and Contracting Officer (CO) in accordance with the procedures delineated in FAR 16.505(b), which will be used to determine the best interest of the government, all factors, including price, considered.

c) Task orders may utilize option periods, subject to subsequent awards to the offeror, but the total performance period for any task order shall not exceed five years. Task orders under this contract will be individually competed and priced on a time and materials basis. Offerors will be required to use the firm-fixed hourly prices contained in the proposal for each specified position for each year. If a task order is to cross multiple years, a firm may bill at the escalated rate only if the escalated rates were included in the firm's task order proposal.

(d) All other costs will be treated as "pass-through" expenses and billed on an actual cost basis. The only authorized increase to the actual cost will be a "handling fee", which will be specified as a percentage on each task order proposal. At this time, offerors are required to specify a handling fee ceiling percentage, which shall not be exceeded in any task order proposal. This figure will receive some consideration in the scoring of the Cost/Price evaluation

factor. Offerors are advised that labor may represent a large portion of some tasks (meetings without included travel). Some tasks may require only a financial payment to support certain task order as identified in the PWS. Offerors are advised to structure their pricing to enable the pricing of a competitive and profitable proposal for various labor/pass-through mixes.

e) As listed in Section M of this RFP, experience with international issues and past performance will be a significant evaluation factor. Because negotiations are not contemplated, in order to present the most attractive proposal, firms are encouraged to present their best offer and prices initially. Rates for each contract shall be located on the Contractor's website.

f) The Contracting Officer's decision to issue a task order to a particular awardee shall be based on the evaluation factors stated in each individual task order placed under this contract. All task orders shall be awarded in full compliance with the "Federal Acquisition Streamlining Act" (FASA) of 1994, and the "Federal Acquisition Reform Act" (FARA) of 1996.

g) As consideration for performance of the work stated in the PWS, the Government will pay the Contractor at the Time and Materials price as set forth below and as specified in each task order.

h) Payment will be made on a time and materials basis for each task order issued and in accordance with the pricing schedule and voucher/invoice requirements contained herein.

i) Time and Materials labor categories provided shall be applicable for the duration of this contract and shall apply to any individual task order(s) placed under this contract.

j) In the tables below, please input the fully loaded labor rates that may be used on any given task order placed under this contract. Not all labor categories will necessarily be used on each task. The price schedules set forth below shall contain Loaded Hourly Labor rates for each year of the contract. These price schedules shall contain the loaded hourly rate for work to be performed within the United States (including Alaska and Hawaii) and abroad (including 100 nations worldwide, and at times up to 20+ countries). Loaded Hourly Rate is defined as the direct hourly rate along with appropriate load factors, inclusive of profit. Load factors include such items as overhead, fringe benefits and general and administrative (G&A) expense. The loaded hourly rates are ceiling price rates and contractors may, at his/her discretion, elect to propose lower hourly rates on a task-by task basis.

k) The Acquisition method for this contract has been reserved as a Partial Small Business set-aside. Task order proposals for domestic orders with an estimated value of \$500K and below will receive priority consideration for award from small businesses. (If the Contracting Officer receives two or more offerors to a task order that is domestic \$500k or less, the Contracting Officer would first look at the offerors submitted from small business concerns. If the Contracting Officer receives no acceptable offerors from small business concerns the set-aside shall be withdrawn and offerors from the large business will be considered). Further, the Government may solicit task order proposals with an estimated value above \$500K for small businesses. The small business reservation does not preclude large business from submitting proposals on any task order on any task order, reference (FAR 19.502-3).

B. 3 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Minimum obligation: \$ 250 (Guaranteed Minimum)

Estimated maximum amount: \$115,920,000*

NIH will order a minimum amount of \$250 under this contract. NIH will have the entire term of the contract to include all options to fulfill the contract minimum. Specific CLINs and services will be identified in the individual task orders issued under this contract. The exercise of renewal options does not re-establish the contract minimum. During the life of the contract, NIH may order items in any amount up to the maximum amount of \$115,920,000 for the entire term of the contract, including all options that may be exercised.

B.4 ADVANCED UNDERSTANDING

(a) This contract is subject to the provisions of Section 24 of Public Law 99-234 which amends the Office of Federal Procurement Policy Act to provide that Contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

(b) All non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov with a search on "FTR".

(c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider his/her normal job site.

B.5 SCHEDULE

(a) The contractor shall furnish all materials, personnel, facilities, support, and management necessary to provide the products and services as set forth below in accordance with the PWS, and the terms and conditions contained herein. The required services are to be provided at the fixed rates set forth below.

(b) The labor categories listed below are illustrative; however, if the offeror uses labor category terminology other than the labor categories listed below, the offeror must provide a matrix clearly relating their proposed labor categories to those stated. All offerors are required to provide complete definition or description of the individuals qualifications per labor category.

(c) The level of effort required will be identified on individual task orders placed under this contract.

(d) Contractor Site Labor Rates

Year 1

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
1101 AA	Project Manager	HR	\$
1101 AB	Assistant Project Manager	HR	\$
1101 AC	Administrative Assistant	HR	\$
1101 AD	Web Project Manager	HR	\$
1101 AE	Web Designer	HR	\$
1101 AF	Web Software Developer	HR	\$
1101 AG	Web Content Administrator	HR	\$
1101 AH	Interpreter	HR	\$
1101 AI	Escort	HR	\$
1101 AJ	Statistician	HR	\$
1101 AK	Evaluation Specialist	HR	\$
1101 AL	Audio/Visual Coordinator	HR	\$
1101 AM	Logistical/Technical Support Specialist	HR	\$
1101 AN	Conference Management Director	HR	\$
1101 AO	Graphic Artist	HR	\$
1101 AP	Pass-Through Expenses	HR	\$
	Direct Labor Total		\$
1101 AQ	Other Direct Costs		\$12,000,000.00*
	Handling Fee/G&A on ODC's (Optional)	___ % x \$xxx	\$

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
	ODCs Total		\$
	Year 1 Total		

Year 2

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
2101 AA	Project Manager	HR	
2101 AB	Assistant Project Manager	HR	
2101 AC	Administrative Assistant	HR	
2101 AD	Web Project Manager	HR	
2101 AE	Web Designer	HR	
2101 AF	Web Software Developer	HR	
2101 AG	Web Content Administrator	HR	
2101 AH	Interpreter	HR	
2101 AI	Escort	HR	
2101 AJ	Statistician	HR	
2101 AK	Evaluation Specialist	HR	
2101 AL	Audio/Visual Coordinator	HR	
2101 AM	Logistical/Technical Support Specialist	HR	
2101 AN	Conference Management Director	HR	
2101 AO	Graphic Artist	HR	
2101 AP	Pass-Through Expenses	HR	
2101 AQ	Other Direct Costs		\$12,000,000.00
	Handling Fee/G&A on ODC's (Optional)	___ % x \$xxx	\$
	ODCs Total		\$
	Year 2 Total		

Year 3

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
3101 AA	Project Manager	HR	
3101 AB	Assistant Project Manager	HR	
3101 AC	Administrative Assistant	HR	
3101 AD	Web Project Manager	HR	
3101 AE	Web Designer	HR	

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
3101 AF	Web Software Developer	HR	
3101 AG	Web Content Administrator	HR	
3101 AH	Interpreter	HR	
3101 AI	Escort	HR	
3101 AJ	Statistician	HR	
3101 AK	Evaluation Specialist	HR	
3101 AL	Audio/Visual Coordinator	HR	
3101 AM	Logistical/Technical Support Specialist	HR	
3101 AN	Conference Management Director	HR	
3101 AO	Graphic Artist	HR	
3101 AP	Pass-Through Expenses	HR	
3101 AQ	Other Direct Costs		\$12,000,000.00
	Handling Fee/G&A on ODC's (Optional)	___ % x \$xxx	\$
	ODCs Total		\$
	Year 3 Total		

Year 4

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
4101 AA	Project Manager	HR	
4101 AB	Assistant Project Manager	HR	
4101 AC	Administrative Assistant	HR	
4101 AD	Web Project Manager	HR	
4101 AE	Web Designer	HR	
4101 AF	Web Software Developer	HR	
4101 AG	Web Content Administrator	HR	
4101 AH	Interpreter	HR	
4101 AI	Escort	HR	
4101 AJ	Statistician	HR	
4101 AK	Evaluation Specialist	HR	
4101 AL	Audio/Visual Coordinator	HR	
4101 AM	Logistical/Technical Support Specialist	HR	
4101 AN	Conference Management Director	HR	
4101 AO	Graphic Artist	HR	
4101 AP	Pass-Through Expenses	HR	
4101 AQ	Other Direct Costs		\$12,000,000.00
	Handling Fee/G&A on ODC's (Optional)	___ % x \$xxx	\$
	ODCs Total		\$
	Year 4 Total		

Year 5

ITEM	DESCRIPTION	U/M	LOADED LABOR RATE (Not to Exceed)
5101 AA	Project Manager	HR	
5101 AB	Assistant Project Manager	HR	
5101 AC	Administrative Assistant	HR	
5101 AD	Web Project Manager	HR	
5101 AE	Web Designer	HR	
5101 AF	Web Software Developer	HR	
5101 AG	Web Content Administrator	HR	
5101 AH	Interpreter	HR	
5101 AI	Escort	HR	
5101 AJ	Statistician	HR	
5101 AK	Evaluation Specialist	HR	
5101 AL	Audio/Visual Coordinator	HR	
5101 AM	Logistical/Technical Support Specialist	HR	
5101 AN	Conference Management Director	HR	
5101 AO	Graphic Artist	HR	
5101 AP	Pass-Through Expenses	HR	
5101 AQ	Other Direct Costs		\$12,000,000.00
	Handling Fee/G&A on ODC's (Optional)	____% x \$xxx	\$
	ODCs Total		\$
	Year 5 Total		\$
	Contract Total (Estimated)		\$

* All rates are fully burdened to include direct labor costs, overhead, fringe benefit, general and administrative and profit. The estimated maximum amount represents the entire possible NIH requirement for these types of services. Because each institute makes its own procurement decisions, these services can and, to some unknown extent, probably will be secured through other procurement mechanisms.

**** NOTE:** An estimated \$12,000,000.00 for other direct costs, to include travel, is included for evaluation purposes. Specific amounts for other direct costs will be determined upon the award of individual task orders. For purposes of evaluation, the government will add applicable handling fee (using the rates submitted by the offeror in accordance with its accounting practices or Negotiated Indirect Cost Recovery Agreement (NICRA).

ARTICLE B.3. 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. [DESCRIPTION-SPECIFICATION-WORKSTATEMENT-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 August 11, 2009, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).
- b. The applicable Privacy Act System of Records Number will be specified and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Project Officer(s).

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 Progress Reports

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award. *[Note: Beginning May 25, 2008, the Contractor shall include the applicable PubMed Central or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) __ hard copies of these reports will be required as follows:

- ☒ Monthly
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Annually
- ☒ Annually (with a requirement for a Draft Annual Report)
- ☐ Final - Upon final completion of the contract
- ☒ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2. **Summary of Salient Results**

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

3. **Information Security Reporting Requirements**

The Contractor shall submit the following reports as required by the INFORMATION SECURITY Article in SECTION H of this contract. Note: Each report listed below includes a reference to the appropriate subparagraph of this article.

4. Roster of Employees Requiring Suitability Investigations

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. (Reference subparagraph c.(2).)

5. Information Security Training Report

The Contractor shall maintain a listing by name and title of each employee (including subcontractors) working under this contract that has completed the NIH required information security 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.] (Reference subparagraph d.)

6. Reporting of New and Departing Employees

The Contractor shall notify the Project Officer and Contracting Officer within five business days of staffing changes for positions that require suitability determinations as follows (Reference subparagraph f.):

(1) 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.

(2) Departing Employees: 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) 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

7. Contractor - Employee Non-Disclosure Agreement(s)

The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is located at: <http://irm.cit.nih.gov/security/Nondisclosure.pdf> . (Reference subparagraph g.)

8. Self Assessment & Information Security Plan Reporting

(1) NIST SP 800-53 Self-Assessment (Reference subparagraph h.)

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

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.

(2) Information System Security Plan (Reference subparagraph i.)

The Contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the Project Officer [insert date/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 Contractor shall include similar information for any subcontractor performing under the SOW with the Contractor whenever the submission of an ISSP is required.

9. Section 508 Annual Report

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. Instructions for completing the report are available at: <http://508.hhs.gov/> .

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 task order number, the IC Project Officer, the Contractor's name, and contract number'. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum the following paragraphs shall be applicable to all task orders issued under this contract. Additional inspection and acceptance requirements may be specified in each task order.

E.2 PLACE OF INSPECTION AND ACCEPTANCE

(a) Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery. The location will be specified in each task order. The location, the name of institute or agency, city and state.

(b) The FAR clauses specified in paragraph E.9 are applicable to work sites specified in individual task orders. FAR 52.246-6

E.3 SCOPE OF INSPECTION

a. The Contracting Officer or the duly authorized representative (Task Order Project Officer) will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this article, the Task Order Project Officer is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at: The location will be specified in each task order.

d. The government requires a period not to exceed thirty (30) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the task order.

E.4 BASIS OF ACCEPTANCE

(a) The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the task order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting task order shall be corrected in accordance with the applicable clauses.

(b) Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the government have been corrected.

E.5 INITIAL DELIVERABLES

Should initial deliverables be required by a task order, the following procedures will apply:

(a) The government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) working days from receipt by the Government of the initial deliverable.

(b) Upon receipt of the Government comments, the contractor shall have fifteen working days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

(c) If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

E.6 ACCESS TO RECORDS, DATA AND FACILITIES

With 15 days prior notification, the contractor shall permit the Task Order Project Officer and /or the NCATS II CO and/or designated representatives access at any reasonable time to all records, data and facilities used in the performance of the supplies and services.

E.7 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.8 NON - CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the contractor will immediately notify the Task Order Project Officer and/or the NCATS II CO of the reason for the delay and provide a proposed corrective action plan within 10 working days.

E.9 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

*FAR Clause **52.246-4, Inspection of Services - Fixed Price** (August 1996).*

FAR Clause **52.246-6, Inspection Time-and Material and Labor Hour** (May 2001).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from September 1, 2010 through October 31, 2015.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Option Period One	A period of one year after end of Base Period
Option Period Two	A period of one year after end of Option Period One
Option Period Three	A period of one year after end of Option Period Two
Option Period Four	A period of one year after end of Option Period Three

ARTICLE F.2. DELIVERIES

The products and services required under this contract shall be completed and delivered in accordance with the delivery dates and locations contained within each individual task order. Deliverables will be specified in each task order.

ARTICLE F.3. TIME OF DELIVERY

The products and services required under the contract shall be completed and delivered to the specified address contained in the individual task order within the specified time frame.

ARTICLE F.4. 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)

52.242-17, Government Delay of Work (April 1984).

52.211-11, Liquidated Damages--Supplies, Services or Research and Development (April 1984).

"(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of (TBD) of the Task Order level.

52.247-35, F.o.b. Destination Within Consignees Premises (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER - HHSAR 307.7105(u) and 307.170

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

The Project Officer(s) will be specified in each task order. An Assistant, Alternate or Co Project Officer may be specified in each task order.

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 Government may unilaterally change the Project Officer designation at any time.

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

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 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

ARTICLE G.3. METHOD OF ORDERING

- a. A Task/Delivery Order Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless one of these numbers is issued.
- b. The Consignees/Ordering Officials shall sign all task orders for supplies and/or services under this contract. Each delivery shall be accompanied by a packing slip or other evidence of delivery/performance.

The authorized designees are:	
Task Order Project Officer (to be identified in each individual task order)	

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

Name(s):	
Telephone:	

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted 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 of the invoice shall be submitted to the following **approving official**:

To be specified in each task order.

_____ Room ____
_____ MSC ____
_____ - ____

E-Mail: To be specified in each task order.

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number.

[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 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
 - a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is Office of Logistics and Acquisition Operations .
 - b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is to be specified in each task order. .
 - c. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A*

VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

- d. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.*
- e. Invoice Matching Option. This contract requires a three-way match.
- f. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

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

- 1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, venfor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted 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 of the invoice shall be submitted to the following **approving official**:

Delegated Authorized Ordering Official
TBD (As identified in each task order)
TBD
TBD Room ____
TBD MSC ____
TBD- ____

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://www.hhs.gov/oamp/policies/contractors_guide_for_control_of_gov_property.pdf.

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 subject to the discretion of the Contracting Officer and the Project Officer for each task order.

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.

ARTICLE G.7. TASK ORDER PLACEMENT PROCEDURE

The following steps will be taken in the issuance of a task order under the contracts resulting from this Travel and Conference Support Services (TCS) RFP:

Step 1. The Project Officer will forward (via e-mail or fax) the Request for Task Order Proposal (RFTOP) to the TCS Co-ordinator at the following e-mail address: adamsl@od.nih.gov and bartelmesw@od.nih.gov.

Step 2. In accordance with FAR 16.505, the TCS coordinator will forward the RFTOP to all eligible firms, unless documenting an exception to the requirement to consider all firms.

The Request shall be issued on the NIH/GOV TCS Task Order Form (see Section J). The Request will contain a detailed description of the work required (which must be within the scope of the contract), evaluation criteria for selection and a required response date. (If specific evaluation factors are not identified, the factors contained in this RFP will be used.

Step 3. The contractor shall prepare a proposal (if interested in performing the work) with as much detail as required by the RFTOP and include a pricing proposal. The handling charge percentage must be specified for each task order proposal. (It is recognized that the pricing proposals are often a good faith, best estimate dependent upon the degree of specificity in the RFTOP SOW, but a firm that, in the opinion of the NIH TCS Co-coordinator, consistently or flagrantly underestimates the required number of hours or total

costs will be suspended or excluded from consideration for future tasks (See Section J, NIH Policy Manual 6016-2). The Task Order Form, signed by an authorized company representative, shall be submitted, as directed.

NOTE: FIRMS ARE NOT AUTHORIZED TO BILL FOR PREPARATION OF TASK ORDER PROPOSALS.

Step 4. The Project Officer (PO) and Contracting Official (CO) shall review all resultant proposals in accordance with the stated evaluation factors and prepare a recommendation for award, detailing the reasons that the use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b). They will sign the Task Order Form and inscribe the appropriate accounting and appropriation reference. The CO will forward 1) the signed Task Order Form; 2) evidence of the obligation of sufficient funds and 3) source selection document to the NIH TCS Coordinator.

Step 5. The TCS Coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the Project/Contracting Officer. Any future disputes will draw upon the RFTOP and then the firm's proposal to determine the intent of the parties.

Step 6. The contractor shall submit all invoices to the billing address at originating agency as directed by the Task Order Form. Billing shall be for hours actually worked and amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. For non-NIH orders the entire NIH Fee shall be billed by the contractor with the first invoice (in no case later than 3 months after the issuance of an approved task order) and the amount remitted to NIH within 60 days of the invoice date. The Contractor shall also provide the TCS Coordinator with a copy of the final invoice and a task order closeout form (see Section J) for each task order in order to facilitate task order closeout. The final invoice and close out form shall provide the accounting activity at the originating agency with authority to deobligate unexpended funds.

Step 7. If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps. All modifications will require the signature of the NIH TCS Coordinator.

ARTICLE G.8. NIH PROCESSING FEE

For each non-NIH task order or modification approved, NIH will be paid a fee by the contractor, which will be billed to the originating Agency. NIH task orders will be numbered starting with "NTCS-". Orders for other agencies, which require the collection of a fee will be numbered "TCS-". TCS- orders will require that a fee be collected. This processing fee covers the cost of the solicitation, contract awards and administration, including, contract management, contract-wide recording, tracking, monitoring, reporting, and problem resolution. The amount of each fee will be one percent (1%) of the entire funded task order or modification amount, but not less than \$250 for each action. If the task order is canceled before work commences by the vendor, the NIH processing fee will not be charged. The fee is not refundable. If the scope of the task order is later reduced, no adjustment to previous amount or payment will be made.

The check should be sent to the NIH cashier's office at the following address:

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

The check must be payable to NIH and identified with the following information:

Contract Name: National Institutes of Health Conference Administrative Travel Services Contract II

Contract Number: (See page A.1), Task Order/Mod #

Task Order Number:

Appropriation/CAN Number:

A copy of the check should be sent along with the Check Report to the TCS Coordinator and DSSA Financial Analyst Team (see below). The check report will include the contract and task order numbers, the task order/modification award amount, invoice date and the amount of the processing fee. Additionally, the report must total to the amount of the check and include the check number. The information can be mailed, faxed or e-mailed to be received not later than the 10th of the following month.

If the vendor reporting requirements stated above are not met, vendors may be subject to a moratorium of their contract. Only the CO can make this decision.

ARTICLE G.9. DSSA FINANCIAL ANALYSIS TEAM

The financial team will have the following responsibilities: tracking gross sales, NIH sales and outside NIH sales by vendor and by contract; reconciling vendor financial reports to the Task Orders and the 1% processing fee received by the NIH, Office of Financial Management; follow-up will include contacting vendors and agencies to reconcile discrepancies.

c/o William Bartelmes, Branch Chief
Tel: (301) 594-0957, Fax: (301) 480-1145

e-mail: bartelmesw@mail.nih.gov

Financial Team Address:

National Institutes of Health, OLAO

DSSA FINANCIAL ANALYSIS TEAM 6011 Executive Blvd., 5th Fl., 537D
Rockville, Maryland 20892-7663

ARTICLE G.10. CONTRACTOR ACTIVITY REPORT

The vendor shall provide a yearly activity report (see below for report format). One copy of the activity report shall be provided to the NIH TCS Coordinator and a second copy to the DSSA financial analysis team. The report is to be received no later than the 10th of the following month after the end of each year of the performance period. The activity report can be mailed, delivered, e-mailed or faxed. The vendor shall include in the activity report all current task orders and task orders that were closed in the past 24 months.

Report format:

Header Info: Firm, Contract#, Reporting Period.

Line Info: Task Order#, Date, Task Order Modification Number, Customer Institute/Agency, Task Order Amount, Authorized Hours, Billed Amount and Hours, Remaining Amount and Hours, Scheduled Completion Date, (for non-NIH task orders) Fee Amt, Check# & Date to NIH, Date Cancelled Check Recorded.

Please provide below the name and information for the person at your firm who will be primarily responsible for providing the required financial reports:

NAME: _____

TITLE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

ADDRESS: _____

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. 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.3. 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.4. 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:

"(3) 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.5. PRIVACY ACT, HHSAR 352.270-11 (January 2006)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as HHS employees. These provisions also apply to all subcontracts awarded under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)).

The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work to be performed by the Contractor; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html.

The Privacy Act System of Records applicable to this project is Number _____. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: <http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm>.

ARTICLE H.6. 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.7. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the price of the contract will be increased as set forth in the OPTION PRICES Article in SECTION B of this contract.

ARTICLE H.8. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated [TO BE ENTERED UPON 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 Contract Specialists shall be included as a contact for notification purposes at the following e-mail addresses:

adamsl@od.nih.gov and bartelmesw@od.nih.gov

Contract Specialists

ARTICLE H.9. 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 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI)

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

☐ **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.]

Contractor/Subcontractor staff shall complete the following additional training prior to performing any work under this contract:

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.

ARTICLE H.10. 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.11. 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.12. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the Contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each Contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

ARTICLE H.13. CONFIDENTIALITY OF INFORMATION

The following information is covered by **HHSAR 352.224-70, Confidentiality of Information** (January 2006):

Any designs, equipment, concepts, which evolves from performance hereunder shall be considered as "Administratively Confidential". The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's Project Officer (PO) before publications or dissemination, for accuracy of factual data and interpretation

ARTICLE H.14. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(5), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts:

Dr. Richard G. Wyatt
 NIH Competition Advocate
 1 Center Drive, Room 160, MSC 0151
 Bethesda, MD 20892-0151
 Phone: (301) 496-4920
 FAX: (301) 402-4273
 e-mail: WyattRG@mail.nih.gov

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. Noncommercial Supply Items Warranty
YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The Contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed 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 item documentation provided by the Contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items 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 any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance 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)

3. 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

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

ARTICLE H.17. DISSEMINATION OF CONTRACT INFORMATION

Unless otherwise provided in this contract, the Contractor shall not:

publish

permit to be published

distribute for public consumption

utilize for any other purpose

any information, oral or written, concerning the information gathered, the results of, or conclusions made pursuant to, performance under this contract, without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

ARTICLE H.18. NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

ARTICLE H.19. 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.20. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

In accordance with the NIH Reform Act of 2006, P.L. 109-482, the NIH may authorize a Contractor procured to assist in the development and implementation of a scientific, educational or research-related conference to collect and retain registration fees from Non-HHS Federal and Non-Federal participants to defray the costs of the contract.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted from the total cost of the conference.

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Project Officer and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Project Officer and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the Project Officer and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury.

If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the Project Officer.

ARTICLE H.21. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

Pursuant to the NIH Revitalization Act (P.L. 103-43, Section 206), which adds Section 402(b) to the Public Health Service Act, it is required that NIH, "in conducting and supporting programs for research, research training, recruitment, and other activities, provide for an increase in the number of women and individuals from disadvantaged backgrounds (including racial and ethnic minorities) in the fields of biomedical and behavioral research." In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 require reasonable accommodations to be provided to individuals with disabilities.

It is NIH policy that organizers of scientific meetings should make a concerted effort to achieve appropriate representation of women, racial/ethnic minorities, and persons with disabilities, and other individuals who have been traditionally underrepresented in science, in all NIH sponsored and/or supported scientific meetings.

Therefore, it is the contractor's responsibility to ensure the inclusion of women, minorities, and persons with disabilities in all events when recruiting speakers and/or participants for meetings or conferences funded by this contract.

See the policy announcement for additional details and definitions at:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FAR 52.222.54, Employment Eligibility Verification, (effective August 11, 2009) based on the latest guidance from HHS.

General Clauses

Negotiated Fixed-Price Service Contract

Reg	Clause	Date	Clause Title
FAR	52.202-1	Jul 2004	Definitions (Over \$100,000)
FAR	52.203-3	Apr 1984	Gratuities (Over \$100,000)
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
FAR	52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-12	Sep 2007	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
FAR	52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
FAR	52.204-7	Apr 2008	Central Contractor Registration
FAR	52.204-10	Sep 2007	Reporting Subcontract Awards (\$500,000,000 or more)
FAR	52.209-6	Sep 2006	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
FAR	52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
FAR	52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
FAR	52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data (Over \$650,000)
FAR	52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$650,000)
FAR	52.215-15	Oct 2004	Pension Adjustments and Asset Reversions
FAR	52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
FAR	52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
FAR	52.219-9	Apr 2008	Small Business Subcontracting Plan (Over \$550,000, \$1,000,000 for Construction)
FAR	52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$550,000, \$1,000,000 for Construction)
FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
FAR	52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)

Reg	Clause	Date	Clause Title
FAR	52.222-41	Nov 2007	FAR Clause 52.222-41, Service Contract Act of 1965
FAR	52.222-50	Aug 2007	Combating Trafficking in Persons
FAR	52.222-54	Sep 8 2009	Employment Eligibility Verification (Over \$100,000)
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
FAR	52.225-1	Jun 2003	Buy American Act - Supplies
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.227-1	Dec 2007	Authorization and Consent
FAR	52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.229-3	Apr 2003	Federal, State and Local Taxes (Over \$100,000)
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-8	Feb 2002	Discounts for Prompt Payment
FAR	52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR	52.232-11	Apr 1984	Extras
FAR	52.232-17	Oct 2008	Interest (Over \$100,000)
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Oct 2008	Prompt Payment
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-3	Aug 1996	Protest After Award
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
FAR	52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
FAR	52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
FAR	52.244-6	Dec 2008	Subcontracts for Commercial Items
FAR	52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
FAR	52.249-2	Sep 1996	Termination for Convenience of the Government (Fixed Price)
FAR	52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)(Over \$100,000)
FAR	52.253-1	Jan 1991	Computer Generated Forms
HHSAR	352.202-1	Jan 2006	Definitions
HHSAR	352.232-9	Jan 2006	Withholding of Contract Payments
HHSAR	352.270-4	Jan 2001	Pricing of Adjustments
HHSAR	352.270-5	Jan 2006	Key Personnel
HHSAR	352.270-6	Jan 2006	Publications and Publicity
HHSAR	352.270-10	Jan 2006	Anti-Lobbying (Over \$100,000)

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 at the time of 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 2008).
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/fraud/hotline/OIG_Hotline_Poster.pdf

3. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (September 2007).
4. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply** (October 2008).
5. FAR Clause **52.216-18, Ordering** (October 1995).

(a)Such orders may be issued from to be entered at time award [insert date] through to be entered at time award.

6. FAR Clause **52.216-22, Indefinite Quantity** (October 1995).

"(d) ...the Contractor shall not be required to make any deliveries under this contract after TBD [insert date]..."

7. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

8. FAR Clause **52.219-7, Notice of Partial Small Business Set-Aside** (June 2003).

9. FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996).
10. FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (April 2008).
11. FAR Clause **52.222-29, Notification of Visa Denial** (June 2003).
12. FAR Clause **52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products** (December 2007).
13. **FAR Clause 52.227-19, Commercial Computer Software License (December 2007).**
14. FAR Clause **52.237-3, Continuity of Services** (January 1991).
15. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).
16. FAR Clause **52.247-63, Preference for U.S. Flag Air Carrier** (June 2003)
17. FAR Clause **52.251-1, Government Supply Sources** (April 1984).
- b. *DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:*
 1. *HHSAR Clause **352.224-70, Confidentiality of Information** (January 2006).*
 2. *HHSAR Clause **352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (January 2001).*
 3. *HHSAR Clause **352.333-7001, Choice of Law (Overseas)** (March 2005).*

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

a. FAR Clause **52.216-19, Order Limitations** (October 1995)

(a) **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum Order.** The Contractor is not obligated to honor any task order exceeding \$115,920,000.00.

(1) Any order for a single item in excess of \$250.00 .

(2) Any order for a combination of items in excess of \$115,920,000.00

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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)

a. FAR Clause **52.222-41, Service Contract Act of 1965** (November 2007).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are located on the websites identified.

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	
Attachment 2:	Statement of Work	(Performance Work Statement) SECTION-C.pdf

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 3:	Federal Information Security Management Account (FISMA)	http://CSRC.nist.gov/drivers/documents/FISMA-final.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 4:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 5:	Small Business Subcontracting Plan	http://www.hhs.gov/osdbu/read/SampleSubcontractingPlan.doc

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 6:	Sample Task Orders	
Attachment 7:	Privacy Act System of Records	http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm
Attachment 8:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 9:	Government Property Schedule	To be determined during negotiations.
Attachment 10:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf
Attachment 11:	Conference Expense Offset Worksheets	Contractor Pre-Conference Expense Offset Worksheet, 1 page. Located at: http://rcb.cancer.gov/rcb-internet/forms/Pre-Conf-worksheet.pdf Post Conference Expense Offset Worksheet, 2 pages. Located at: http://rcb.cancer.gov/rcb-internet/forms/Post-Conf-worksheet.pdf
Attachment 12:	Task and Delivery Order Contracting (NIH Policy Manual 6016-2)	http://www3.od.nih.gov/oma/manualchapters/

Attachment No.	Title	Location
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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)

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 541611.

2. The small business size standard is \$6.5M.

c. TYPE OF CONTRACT AND NUMBER OF AWARDS

This is not a multiple-year contract as defined in FAR 17.103. It is anticipated that 20 awards will be made from this solicitation and that the award(s) will be made on/about September 1, 2010.

It is anticipated that the award(s) from this solicitation will be Indefinite Delivery/Indefinite Quantity (ID/IQ) award(s) with Fixed-price and Time-and Materials task orders type contract for a Period of Performance of one year and 4 one year option periods, and that incremental funding will be used (See Section L.2.c. page Business Proposal Instructions).

d. 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.

e. 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.

f. 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.

g. PREPARATION COSTS

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

h. 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:

William Bartelmes
Office of Logistics and Acquisitions Operations
National Institutes of Health
Building 6011 Room 537D
6011 EXECUTIVE BLVD MSC 7663
BETHESDA MD 20892- ____

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

(End of Provision)

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.

The Acquisition method for this contract has been reserved as a Partial Small Business Set-aside. At least fifty percent of the IDIQ contract awards will be made to small businesses. Task order proposals for domestic orders with an estimated value of \$500k and below will receive priority consideration for award from small businesses. Further, the Government may solicit task order proposals with an estimated value above \$500K from small businesses. The small business reservation does not preclude large businesses from submitting proposals on any task order, reference (FAR 19.502-3).

Teaming is strongly encouraged.

1. Contract Type and General Clauses

It is contemplated that a "Indefinite Delivery/Indefinite Quantity (ID/IQ) award with Fixed-Price and Time-and Materials task orders" contract will be awarded. 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.

IV. Each offeror shall appoint and list a single point of contact for negotiations and contract administration once the contract is awarded: The anticipated award date is September 1, 2009.

1. Please complete the requested information below:

Corporate Point of Contact:

Name: _____ Title: _____

E-mail: _____ Phone: _____

Fax: _____

2. Check below if your firm is:

☐ SBA certified HUBZone Small Business Concern (Provide a copy of SBA certification.)

☐ Woman owned

☐ Veteran owned

☐ A Large Business

☐ A Small Business

☐ SBA certified Small Disadvantaged Business (Provide a copy of SBA certification.)

☐ A Small Disadvantaged Business

3. Express SDB Participation Targets as a percentage of task order amounts awarded (if applicable):

Prime contractor - _____ %

Subcontractor - _____ %

4. Discuss your firm's program in a separate section of your proposal. See Section M for issues to be discussed.

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. 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.

10. Selection of Offerors

- a. The acceptability of the technical portion of each 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 the Office of Logistics and Acquisitions Operation's (OLAO) policy to conduct discussions with all offerors in the competitive range, OLAO 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 OLAO 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 OLAO requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

11. Past Performance Information

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

A list of the last 3 contracts completed during the past year 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 subcontract exceeding \$1,000,000.00.

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.

Alternate I (March 2000), FAR 52.232-28, Invitation to Propose Performance-Based Payments (March 2000).

As prescribed in FAR 32.1005(b)(2), add the following paragraph (f) to the basic provision:

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

12. 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)

13. 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. *Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*
- b. *Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisitions with Adequate Price Competition, FAR Clause 52.216-29, (February 2007).*
- c. *Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).*
- d. *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. 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.

b. 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. **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) (See Section "J") 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 (to be identified in each individual task order)

☐ Administrative, Management and Support Information:

☐ Mission Based Information:

- b. Security Categories and Levels (to be identified in each individual task order)

Confidentiality Level: ☐ Low ☐ Moderate ☐ High
 Integrity Level: ☐ Low ☐ Moderate ☐ High
 Availability Level: ☐ Low ☐ Moderate ☐ High
Overall Level: ☐ **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:

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry

Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI)

[] 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. 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.

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

Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

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

3. 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.

4. **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(I), **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.

5. 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:

1. **FY 2009 NIH Small Business Goals:** 28% for Small Business, 5% for Small Disadvantage Business, 5% for Women-Owned Small Business, 3% for Hubzone Small Business, 3% for Small Disadvantaged Veteran-Owned Business .
2. **FY 2009 DHHS and NIH Small Business Subcontracting Goals For Prime Contractors:** 39.99% for Small Business, 5% for Small Disadvantage Business, 5% for Women-Owned Small Business, 3% for Hubzone Small Business, 3% for Small Disadvantaged Veteran-Owned Business.

*We strongly encourage vendors to use: 1) The most updated version September 2007 Subcontracting Plan Review Form and; 2) more updated Small Business Subcontracting Plan Form by following this link <http://hhs.gov/osdbu/SubcontractPlan-FY08.doc>

6. 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>.

7. 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).

8. 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

b. Royalties

The offeror shall furnish information concerning royalties which are anticipated to be paid in connection with performance of work under the proposed contract.

c. 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)

d. 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.

e. 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)

f. 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.*

9. 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.

10. 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>

11. Proposer's Annual Financial Report

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

12. 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>

13. Travel Costs/Travel Policy

a. 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.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

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. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. THE OFFEROR SHALL PROVIDE AN INDEX WITHIN ITS PROPOSAL WHICH DIRECTS THE REVIEWER(S) TO THE SPECIFIC AREA(S) OF THE PROPOSAL THAT ADDRESS A PARTICULAR MANDATORY QUALIFICATION.

The qualification criteria establishes conditions that must be met at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

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3. EVALUATION OF OPTIONS

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

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

4. 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 points assigned for evaluation purposes.

1. ***Experience with international issues (50 maximum points)***

Offerors shall provide documented evidence in their proposals, which demonstrates that they have successful experience in providing international travel and conference support to scientific and medical research customers. Examples of documented evidence include reports, minutes from past conferences, resumes of key staff, etc.

2. ***Corporate experience (40 maximum points)***

Contractors shall submit a list of three (3) references. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contractors that are newly formed entities without prior contracts should list contracts and subcontracts for all key personnel. The reference list of the three (3) references shall include the following information for each contract and subcontract:

- a. Name of contracting activity
- b. Contract number
- c. Contract type
- d. Total contract value
- e. Contract work
- f. Contracting officer and telephone number

- g. Program manager and telephone number
- h. Administrative contracting officer, if different from #6, and telephone number

3. *Approach to Sample Task Order (20 maximum points)*

The degree to which the offeror presents their approach to the sample task. Offeror's sample task will be evaluated for the technical approach and for the realism of the proposed cost. See Attachment J6 for sample task.

4. *Extent of SDB Participation (10 Maximum points)*

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.

5. *Past Performance/Experience*

Offerors shall describe their past performance, identifying other organizations with which they have participated in similar efforts including the degree of their involvement, the size and complexity of the organization and other information describing their experience and successful past performance.

Each contractor will be evaluated on their performance under existing and prior contracts for similar services. Performance information will be used as an evaluation factor against which contractors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

Offerors' past performance information will be evaluated prior to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal is determined to be technically unacceptable.

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.

6. *Cost Evaluation*

Cost will be evaluated, but will not be assigned a numerical score or weight. The Government will review the overall costs of each Offeror's proposal to determine if costs are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the Offeror's Management and Technical proposals.

The following forms the basis of the cost evaluation:

- a. Reasonableness, realism and appropriateness of the labor rates for the labor categories of the contract. Completeness of documentation supporting the proposed rates and the methodology of rate escalation.
- b. Reasonableness and realism of the proposed annual escalation factor for labor costs.
- c. Reasonableness and realism of all proposed indirect rates.
- d. Reasonableness and realism of the offerors response to the sample task.

COST/PRICE REALISM

Offerors proposed prices will be evaluated based on cost/price analysis. Cost or price realism relates to an offeror's demonstration that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation. Cost/prices which are excessively high or low will be considered unrealistic and receive no further consideration. Unrealistically low costs/prices may be indicative of a lack of understanding of the technical requirements and /or a lack of commitment to provide uninterrupted high quality work.