

# SOLICITATION

## SECTION A - SOLICITATION/CONTRACT FORM

|  |   |  |
|--|---|--|
| 1. Requisition or other Purchase Authority: _____  |   |  |
| <b>2. Request for Proposal (RFP) Number:</b><br><br>N02CM37001-05  | <b>3. Issue Date:</b><br><br>July 9, 2012   | <b>4. Set Aside:</b><br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes See Part IV Section L |
| 5. Title : Inbred Rodent Strain Verification and Validation  |   |  |
| <b>6. ISSUED BY:</b><br>Office of Acquisitions<br>National cancer Institute<br>National Institutes of Health<br>Riverside Five Suite 400<br>8490 Progress Drive<br>Frederick, MD 21701<br><br>_____<br>_____   | <b>7. SUBMIT OFFERS TO:</b><br><br>See Part III, Section J,<br>"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 2 PM local time on August 9, 2012. 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 as stated in ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." If proposals are required to be delivered to two different locations, the OFFICIAL POINT OF RECEIPT for determining TIMELY DELIVERY is the address provided for the OFFICE OF ACQUISITIONS.<br><br>IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE OFFICE OF ACQUISITIONS, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH subparagraph (c)(3) of FAR Clause 52.215-1, 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. <a href="http://www.ccr.gov">http://www.ccr.gov</a>  |   |  |
| 11. FOR INFORMATION CALL: Heidi Crawley, Contracting officer<br>PHONE: 301-624-8764<br>e-MAIL: <a href="mailto:crawleyha@mail.nih.gov">crawleyha@mail.nih.gov</a><br>COLLECT CALLS WILL NOT BE ACCEPTED.   |   |  |
|  |   | Heidi A Crawley<br>Contracting Officer<br>Office of Acquisitions<br>National Cancer Institute                        |

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## PART I - THE SCHEDULE

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

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

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The contractor shall perform validation and verification of genetic background on rodents as specified in the Statement of Work.

### ARTICLE B.2. ESTIMATED COST - OPTION

- a. The estimated cost of the Base Period of this contract is \$\_\_\_\_\_.
- b. The fixed fee for the Base Period of this contract is \$\_\_\_\_\_. [ **For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer./ **For level of effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is \$\_\_\_\_\_.
- d. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

|  | Estimated Cost<br>(\$) | Fixed Fee<br>(\$) | Estimated Cost<br>Plus Fixed Fee<br>(\$) |
|--|------------------------|-------------------|--|
| Base Period: 12/01/2012 - 11/30/2013     |                        |                   |  |
| Option Period 1: 12/01/2013 - 11/30/2014 |                        |                   |  |
| Option Period 2: 12/01/2014 - 11/30/2015 |                        |                   |  |
| Option Period 3: 12/01/2015 - 11/30/2016 |                        |                   |  |
| Option Period 4: 12/01/2016 - 11/30/2017 |                        |                   |  |
| Total<br>[Base Period and Option(s)]     |                        |                   |  |

e. Payments will be made from the following PRISM/NBS Line Items as follows:

| PRISM/NBS Line Item No. | Option/Increment Description | PRISM/NBS Line Item Period of Performance | Funded Amount |
|-------------------------|------------------------------|---|---------------|
|                         |                              |   |               |
|                         |                              |   |               |
|                         |                              |   |               |
|                         |                              |   |               |

**ARTICLE B.3. ESTIMATED COST - INCREMENTALLY FUNDED CONTRACT, HHSAR 352.232-71 (June 2010)**

- a. The total estimated cost to the Government for full performance of this contract, including all allowable direct and indirect costs, is \$\_\_\_\_\_.
- b. The following represents the schedule\* by which the Government expects to allot funds to this contract:

| CLIN, Task, Number, or Description | Start Date of Period or Increment of Performance | End Date of Period or Increment of Performance | Estimated Cost (\$) | Fee (\$) (as appropriate) | Estimated Cost Plus Fee (\$) (as appropriate) |
|------------------------------------|--|--|---------------------|---------------------------|---|
|                                    |  |  |                     |                           |   |
|                                    |  |  |                     |                           |   |
|                                    |  |  |                     |                           |   |
|                                    |  |  |                     |                           |   |
|                                    |  |  | [Total]             | [Total]                   | [Total]                                       |

\*To be inserted after negotiation

- c. Total funds currently obligated and available for payment under this contract are \$\_\_\_\_\_.
  - d. The Contracting Officer may issue unilateral modifications to obligate additional funds to the contract and make related changes to paragraphs b. and/or c., above.
  - e. Until this contract is fully funded, the requirements of the clause at FAR 52.232-22, Limitation of Funds, shall govern. Once the contract is fully funded, the requirements of the clause at FAR 52.232-20, Limitation of Cost, shall govern.
- (End of Clause)

**ARTICLE B.4. PROVISIONS APPLICABLE TO DIRECT COSTS**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Conferences & Meetings, 2) Food for Meals, Light Refreshments & Beverages, 3) Promotional Items, 4) Acquisition, by purchase or lease, of any interest in real property; 5) Special rearrangement or alteration of facilities; 6) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 7) Travel Costs including Foreign Travel; 8) Consultant Costs; 9) Subcontract Costs; 10) Patient Care Costs; 11) Accountable Government Property; 12) Printing costs; and 13) Research Funding.

## **ARTICLE B.5. 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.

### **1. Pre-Award Site Visit**

a. Pre-award site visits may be conducted to aid in the selection of the most qualified offeror. A pre-award site visit may include:

- (1) examining the offeror's facilities to ensure that they are adequate;
- (2) ascertaining potential management support;
- (3) reviewing proposed key personnel;
- (4) assessing the ability of the offeror and their personnel pertaining to the project;
- (5) complete negotiations concerning the offeror's proposal

b. The pre-award site visit will be made promptly after the establishment of the competitive range. All offerors in the competitive range may not require a site visit.

c. The pre-award site visit team will include the Project Officer (PO), Contracting Officer/Contract Specialist (CO/CS), the Technical Evaluation Panel or a portion thereof, and if necessary, other personnel selected by the Chairperson of the Technical Evaluation Panel for particular expertise.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated 22 May 2012, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

### ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one hardcopy of each report shall be submitted to the Contracting Officer.

All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Helpful Resources."

All paper/hardcopy documents/reports submitted under this contract shall be printed or copied, double-sided, on at least 30 percent post consumer fiber paper, whenever practicable, in accordance with FAR 4.302(b).

- a. Technical Progress Reports

### TECHNICAL PROGRESS REPORTS

#### 1. A. Technical Progress Reports

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 must describe all the major activities during the reporting period and must cover, in detail, all problems that have been experienced. The frequency and specific content of these reports will be determined during negotiations.

For proposal preparation purposes only, it is estimated that these reports will be required as follows:

1. The contractor shall submit Technical Progress Reports on the genetic testing results to the Contracting Officer's Representative (COR) 10 days after the completion of the tests.
2. Annual Progress Report shall be prepared that consists of a summation of number of tests performed and results, including any significant findings and any problems experienced.
3. The Contractor shall submit a final report at the completion of the contract.

#### B. Other Reports

##### 1. Special Business Report

On an annual basis the subject contract will undergo a technical review to evaluate the performance. Approximately 45 days prior to the expiration of each funded period, the Contractor shall submit to the Contracting Officer a status of funds, to include a detailed breakdown of estimated costs and fixed fee for the current year, including any unexpended balances and a projection of expenditures needed for the next funding period. This report shall follow the same itemized format as the basic business proposal submitted hereunder and will serve as the basis for the allocation of funds under this contract, pursuant to the General Provisions thereof, entitled "Limitation of Funds".

### **ARTICLE C.3. INVENTION REPORTING REQUIREMENT**

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Division of Extramural Inventions and Technology Resources (DEITR), OPERA, OER, NIH, 6705 Rockledge Drive, Suite 310, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

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

Contracting Officer  
National Institutes of Health  
Treatment & Support Branch  
Office of Acquisition  
8490 Progress Dr  
Suite 400, Room 4045  
Frederick, MD 21701- \_\_\_

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

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



## **SECTION D - PACKAGING, MARKING AND SHIPPING**

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

**SECTION E - INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Contracting Officer's Representative, (COR) is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:  
National cancer Institute - Frederick  
Fort Detrick  
Building 554, Room 1  
Frederick, MD 21702

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- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).

## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from December 1, 2013 through November 30, 2013.
- 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 1 | December 1, 2013 through November 30, 2014 |
| Option 2 | December 1, 2014 through November 30, 2015 |
| Option 3 | December 1, 2015 through November 30, 2016 |
| Option 4 | December 1, 2016 through November 30, 2017 |

### ARTICLE F.2. DELIVERIES

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

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

b.

| Item | Description  | Quantity | Delivery Schedule                   |
|------|--|----------|-------------------------------------|
| 1    | Technical Progress Reports                               | 1        | 10 days after completing the tests  |
| 2    | Annual Report  | 1        | 30 days after each reporting period |
| 3    | Final Report   | 1        | 30 days after contract completion   |
| 4    | Special Business Report<br>(Annual Financial Projection) | 1        | 30 days after each reporting period |

- c. The above items shall be addressed and delivered to:

| Addressee           | Deliverable Item No | Quantity |
|---------------------|---------------------|----------|
| COR                 | 1,2,3               | 1 each   |
| Contracting Officer | 2,3,4               | 1 each   |

c. All deliveries shall be delivered in electronic version (word, PDF) to the specified individual unless the report is over 50 pages in which case the contractor shall submit the report in 1- electronic and 1-Hard Copy to the specified recipient at the applicable address below:

COR (Name)

NCI - Frederick

Ft Detrick, Building 554, Room 1

Frederick, MD 21702

Contracting Officer (Name)

NCI, Treatment & Support Branch

8490 Progress Dr., Suite 400

Frederick, MD 21701

**ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

TBD

The COR 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 alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.

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 COR designation.

### ARTICLE G.2. KEY PERSONNEL, HHSAR 352.242-70 (January 2006)

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

(End of Clause)

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

| Name                                   | Title                  |
|--|------------------------|
| To be specified prior to time of award | Principal Investigator |

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

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

1. Payment requests shall be submitted 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**:

Contracting Officer  
Office of Acquisitions, NCI  
8490 Progress Dr  
Suite 400 Room 4045  
\_\_\_\_\_ MSC \_\_\_\_  
Frederick, MD 21701- \_\_\_\_

E-Mail: [crawleyha@mail.nih.gov](mailto:crawleyha@mail.nih.gov)

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 National Cancer Institute .
- b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NCI OA Branch C - [ncibranchinvoices@mail.nih.gov](mailto:ncibranchinvoices@mail.nih.gov) .
- 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 two-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.
- g. PRISM/NBS Line Item Number and associated PRISM/NBS Line Item Period of Performance.
- h. Contract title as found in Block 15 of the Standard Form 26 award document.

b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.

#### **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  
6011 EXECUTIVE BLVD, ROOM 549C, MSC-7663  
BETHESDA MD 20892-7663

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

#### **ARTICLE G.5. 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 Subpart 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) will be prepared on yearly anniversary date prior to the exercise of an option.

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 may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.csd.disa.mil>

## **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 DISTRIBUTION**

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. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

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. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION**

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

### **ARTICLE H.5. CARE OF LIVE VERTEBRATE ANIMALS, HHSAR 352.270-5(b) (October 2009)**

- a. Before undertaking performance of any contract involving animal-related activities where the species is regulated by USDA, the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR sections 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the Contracting Officer.
- b. The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR Sections 2.1-2.11, or from a source that is exempt from licensing under those sections.
- c. The Contractor agrees that the care, use and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care of Use of Laboratory Animals (PHS Policy), the current Animal Welfare Assurance (Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see 7 U.S.C. 2131 et seq. and 9 CFR Subchapter A, Parts 1-4). In case of conflict between standards, the more stringent standard shall govern.
- d. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (a) through (c) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with approved Assurances.



**Note:** The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (E-mail: [ace@aphis.usda.gov](mailto:ace@aphis.usda.gov); Web site: ( [http://www.aphis.usda.gov/animal\\_welfare](http://www.aphis.usda.gov/animal_welfare))).

(End of Clause)

## **ARTICLE H.6. ANIMAL WELFARE**

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy). The PHS Policy can be accessed at: <http://grants1.nih.gov/grants/olaw/references/phspol.htm>

In addition, the research involving live vertebrate animals shall be conducted in accordance with the description set forth in the Vertebrate Animal Section (VAS) of the contractor's technical proposal, as modified in the Final Proposal Revision (FPR), dated TBD, which is incorporated by reference.

## **ARTICLE H.7. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES**

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL:

<http://oma.od.nih.gov/manualchapters/intramural/3044-2/>

## **ARTICLE H.8. OMB CLEARANCE**

In accordance with HHSAR 352.201-70, 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 Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

## **ARTICLE H.9. 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 any time prior to the expiration date of this contract, and the estimated cost plus fixed fee of the contract will be increased as set forth in the ESTIMATED COST PLUS FIXED FEE of this contract.

## **ARTICLE H.10. SUBCONTRACTING PROVISIONS**

### **a. Small Business Subcontracting Plan**

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

### **b. Subcontracting Reports**

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

1. Individual Subcontract Reports (ISR)

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

April 30th  
October 30th  
Expiration Date of Contract

2. Summary Subcontract Report (SSR)

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

October 30th

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

[crawleyha@mail.nih.gov](mailto:crawleyha@mail.nih.gov)  
Contracting Officer

## **ARTICLE H.11. 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](mailto: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.12. CONSTITUTION DAY**

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

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

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

The complete listing of these clauses may be accessed at:

<http://oamp.od.nih.gov/DGS/generalClauses.aspx>

#### **ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS**

#### **ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT**

## ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

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

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

- a. **Alternate II** (October 2001) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (January 2011) is added.
- b. **Alternate I** (April 1984), of FAR Clause **52.227-1, Authorization and Consent** (December 2007) is deleted in its entirety.

FAR Clause **52.227-11, Patent Rights--Ownership by the Contractor** (December 2007) is deleted in its entirety.

**Alternate IV** (December 2007), of FAR Clause **52.227-14, Rights In Data--General** (December 2007) is deleted in its entirety.

**Alternate II** (April 2012), of FAR Clause **52.245-1, Government Property** (April 2012) is deleted in its entirety.

- c. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

## ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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

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

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

1. FAR Clause **52.217-8, Option to Extend Services** (November 1999).

"..The Contracting Officer may exercise the option by written notice to the Contractor within anytime during the contract period

2. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (January 2011).

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

3. FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (December 2010).

4. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (April 2009).

5. FAR Clause **52.230-2, Cost Accounting Standards** (October 2010).

6. FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (October 2010).

7. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (June 2010).

8. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

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

1. HHSAR Clause **352.201-70, Paperwork Reduction Act** (January 2006).

2. HHSAR Clause **352.231-70, Salary Rate Limitation** (March 2012).

See the following Web site for Executive Schedule rates of pay: <http://www.opm.gov/oca/> .

*(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)*

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

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

This contract incorporates the following clauses in full text.

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

#### 1. FAR Clause **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters** (February 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

#### SOLICITATION ATTACHMENTS

| Attachment No. | Title   | Location  |
|----------------|---|---|
| Attachment 1:  | Packaging and Delivery of Proposal (Non R & D)                                | <a href="#">N02CM37001_05_RFP_Attachment_1_PackagingProposals.pdf</a>   |
| Attachment 2:  | Proposal Intent Response Sheet  | <a href="http://rcb.cancer.gov/rcb-internet/forms/intent.jsp">http://rcb.cancer.gov/rcb-internet/forms/intent.jsp</a> |
| Attachment 3:  | Statement of Work   | <a href="#">RFP_N02CM37001_05_Attachment_03_SOW.pdf</a>   |
| Attachment 4:  | Section K - Representations, Certifications, and Other Statements of Offerors | <a href="http://oamp.od.nih.gov/DGS/DGS_Attachments.html">http://oamp.od.nih.gov/DGS/DGS_Attachments.html</a>         |

#### TECHNICAL PROPOSAL ATTACHMENTS

| Attachment No. | Title   | Location  |
|----------------|---|---|
| Attachment 5:  | Summary of Related Activities                               | <a href="http://oamp.od.nih.gov/DGS/FORMS/summary-related-activities.pdf">http://oamp.od.nih.gov/DGS/FORMS/summary-related-activities.pdf</a> |
| Attachment 6:  | Contract Proposal Vertebrate Animal Section (VAS) Worksheet | <a href="http://grants.nih.gov/grants/olaw/VAScontracts.pdf">http://grants.nih.gov/grants/olaw/VAScontracts.pdf</a>                           |

#### BUSINESS PROPOSAL ATTACHMENTS

| Attachment No. | Title  | Location   |
|----------------|--|--|
| Attachment 7:  | Proposal Summary and Data Record, NIH-2043                           | <a href="http://oamp.od.nih.gov/DGS/FORMS/NIH2043.pdf">http://oamp.od.nih.gov/DGS/FORMS/NIH2043.pdf</a>  |
| Attachment 8:  | Small Business Subcontracting Plan                                   | <a href="http://www.hhs.gov/about/smallbusiness/subcontractplan.html">http://www.hhs.gov/about/smallbusiness/subcontractplan.html</a>  |
| Attachment 9:  | Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet | <a href="http://oamp.od.nih.gov/contracts/BUSCOST.HTM">http://oamp.od.nih.gov/contracts/BUSCOST.HTM</a><br><a href="http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls">http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls</a> |
| Attachment 10: | Offeror's Points of Contact  | <a href="http://oamp.od.nih.gov/DGS/FORMS/point-of-contact.pdf">http://oamp.od.nih.gov/DGS/FORMS/point-of-contact.pdf</a>  |
| Attachment 11: | Certificate of Current Cost or Pricing Data                          | <a href="http://oamp.od.nih.gov/DGS/FORMS/cert-current-cost.pdf">http://oamp.od.nih.gov/DGS/FORMS/cert-current-cost.pdf</a>  |
| Attachment 12: | Disclosure of Lobbying Activities, OMB Form SF-LLL                   | <a href="http://www.gsa.gov/portal/forms/download/E0F5394ACA9DDC4085256A3E005C7420">http://www.gsa.gov/portal/forms/download/E0F5394ACA9DDC4085256A3E005C7420</a>  |

#### INFORMATIONAL ATTACHMENTS

| Attachment No. | Title  | Location  |
|----------------|--|---|
| Attachment 13: | Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4 | <a href="http://oamp.od.nih.gov/DGS/FORMS/rc4.pdf">http://oamp.od.nih.gov/DGS/FORMS/rc4.pdf</a> |



| Attachment No. | Title   | Location  |
|----------------|---|---|
| Attachment 14: | Safety and Health, HHSAR Clause<br>352.223-70 | <a href="http://oamp.od.nih.gov/DGS/FORMS/Safety-Health-hhsar-1-06.pdf">http://oamp.od.nih.gov/DGS/FORMS/Safety-Health-hhsar-1-06.pdf</a> |

## **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/> complete the Representations and Certifications and include the applicable NAICS code for this acquisition.
2. Register/Update your **Central Contractor Registration (CCR)** record at : <http://www.ccr.gov> and include the applicable NAICS code for this acquisition.
3. Complete section K Representations and Certifications of this RFP.

## 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, 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 (HHS), data contained in the portions of this proposal which the offeror has specifically identified by page number, paragraph, etc. as containing restricted information shall not be used or disclosed except for evaluation purposes.

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

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

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

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

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

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

(f) *Contract award.*

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be

in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of Provision)

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

(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly

rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

**b. NAICS CODE AND SIZE STANDARD**

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

1. The North American Industry Classification System (NAICS) code for this acquisition is 541940.
2. The small business size standard is \$7 million.

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

**c. TYPE OF CONTRACT AND NUMBER OF AWARDS**

1. It is anticipated that one award will be made from this solicitation and that the award will be made on/about December 1, 2012.
2. It is anticipated that the award(s) from this solicitation will be a multiple-year Cost-Reimbursement type Completion contract with a Period of Performance of 12/1/2012 - 11/30/2017 (base plus 4 option years), and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).
3. FAR 16.301-3 limits use of any contract type, other than firm-fixed price, to a contractor whose accounting system is adequate for determining costs applicable to the contract. To be considered for an award under this solicitation, the Offeror is required to certify, in its Business Proposal, the adequacy of its accounting system. See the paragraph entitled, Adequate Accounting System in Section L.2. Business Proposal Instructions in this solicitation for additional information about this certification.

**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. PROMOTING EFFICIENT SPENDING**

On September 21, 2011, the Office of Management and Budget issued [Memorandum M-11-35](#), entitled, "Eliminating Conference Spending and Promoting Efficiency in Government," emphasizing the President's priority to ensure that the Government operates with the utmost efficiency and eliminates unnecessary or wasteful spending. This was followed by the Executive Order on Delivering an Efficient, Effective, and Accountable Government ( [EO 13576](#)) and the Executive Order on Promoting Efficient Spending ( [EO 13589](#)). On January 3, 2012, the Department of Health and Human Services (DHHS) issued the memorandum "HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing, and Publications" (See [http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol\\_memo.html](http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol_memo.html)).

In support of these directives, the NIH issued a January 30, 2012, Memorandum, entitled, "NIH Guidance Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications." (See <http://oamp.od.nih.gov/>)

Any contract awarded as a result of this solicitation will:

- Specifically prohibit the use of contract funds for the provision of food for meals, light refreshments and beverages for any NIH funded meeting or conference; and
- Limit the procurement of meeting space, promotional items, printing and publications.

**f. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

**g. RELEASE OF INFORMATION**

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

**h. PREPARATION COSTS**

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

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

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

Contracting Officer  
Office of Acquisitions  
Treatment and Support Branch  
8490 Progress Dr Room 4045  
\_\_\_\_\_ MSC \_\_\_\_  
Frederick, MD 21701- \_\_\_\_

(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.



## 1. Contract Type and General Clauses

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

## 2. Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper, printed/copied double-sided, on at least 30 percent post consumer fiber paper, as required by FAR 4.302(b), and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

### I. COVER PAGE

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

### II. TECHNICAL PROPOSAL

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

### III. BUSINESS PROPOSAL

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

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

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

## 4. Separation of Technical and Business Proposals

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

## 5. Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in

the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

## 6. Evaluation of Proposals

The Government will evaluate proposals in accordance with the factors 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. 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.

## 9. 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 factors 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 NCI's policy to conduct discussions with all offerors in the competitive range, NCI 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 NCI 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 NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

## 10. Past Performance Information

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

A list of the last 3 contracts completed during the past Two years and THE LAST 3 CONTRACTS AWARDED 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 a subcontract where the offeror performed at least 25% of the work.

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.

#### 11. **Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. Data Universal Numbering System (DUNS) Number, FAR Provision 52.204-6 (April 2008).
- b. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).

#### 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 of work, as applicable, by contract year as well as for the overall contract. 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. 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.

## 3. Resumes

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

## 2. Other Considerations

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

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

## 3. Technical Evaluation

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

#### 4. Care of Live Vertebrate Animals

The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

**Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals, HHSAR 352.270-5(a) (January 2006)**

The Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (PHS Policy) establishes a number of requirements for research activities involving animals. Before award may be made to an applicant organization, the organization shall file, with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), a written Animal Welfare Assurance (Assurance) which commits the organization to comply with the provisions of the PHS Policy, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC). In accordance with the PHS Policy, applicant organizations must establish an Institutional Animal Care & Use Committee (IACUC), qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. Applicant organizations are required to provide verification of IACUC approval prior to release of an award involving live vertebrate animals. No award involving the use of animals shall be made unless OLAW approves the Assurance and verification of IACUC approval for the proposed animal activities has been provided to the Contracting Officer. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Assurance and verification of IACUC approval are required. The Contracting Officer will request that OLAW negotiate an acceptable Assurance with those Contractor(s) and request verification of IACUC approval. For further information contact OLAW, at NIH, 6705 Rockledge Drive, RKL1, Suite 360, MSC 7982 Bethesda, Maryland 20892-7982 (E-mail: [olaw@od.nih.gov](mailto:olaw@od.nih.gov); Phone: 301-496-7163).

(End of Provision)

The PHS Policy is available on the internet at: <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

#### 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 certified cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not required to be certified in accordance with FAR 15.406-2.

### 3. Certified Cost or 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 16. Other Administrative Data, subparagraph a.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 certified 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, certified cost or pricing data (as defined at FAR 2.101). You must clearly identify on your cover sheet that certified 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 certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph A.2. below. These requirements also apply to all subcontractors if required to submit certified 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 certified 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 certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$12.5 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. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit certified cost or pricing data in support of proposals in lower amounts. Subcontractor certified 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 certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included, along with your own certified cost or pricing data submission, as part of your own certified cost or pricing data. You must also submit any other certified 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 27.202 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 certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of certified 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 certified 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 Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data, FAR Clause 52.215-20 (October 2010)**

#### (a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified 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 certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
- (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 2010) of FAR Clause **52.215-20, Requirements for Certified Cost or Pricing Data and Data Other than Cost or Pricing Data** (October 2010). As prescribed in 15.408(l)(and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

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

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

#### **5. Mentor-Protégé Program, HHSAR 352.219-70 (January 2010)**

- a. Large business prime contractors serving as mentors in the HHS Mentor-Protégé program are eligible for HHS subcontracting plan credit, and shall submit a copy of their HHS Office of Small and Disadvantaged Business Utilization (OSDBU)-approved mentor protégé agreements

as part of their offers. The amount of credit provided by the Contracting Officer to a mentor firm for protégé firm developmental assistance costs shall be calculated on a dollar for dollar basis and reported by the mentor firm in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The mentor firm and protégé firm shall submit to the Contracting Officer a signed joint statement agreeing on the dollar value of the developmental assistance the mentor firm provided. (For example, a mentor firm would report a \$10,000 subcontract awarded to a protégé firm and provision of \$5,000 of developmental assistance as \$15,000 of developmental assistance.) The mentor firm may use this additional credit towards attaining its subcontracting plan participation goal under this contract.

b. The program consists of--

- i. Mentor firms--large businesses that: (i) demonstrate the interest, commitment, and capability to provide developmental assistance to small business protégé firms; and (ii) have a Mentor-Protégé agreement approved by HHS' OSDBU;
- ii. Protégé firms--firms that: (i) seek developmental assistance; (ii) qualify as small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, or woman-owned businesses; and (iii) have a Mentor-Protégé agreement approved by HHS' OSDBU; and
- iii. Mentor-Protégé agreements--joint agreements, approved by HHS' OSDBU, which detail the specific terms, conditions, and responsibilities of the mentor-protégé relationship.

(End of provision)

## 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.

**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. A description of the offeror's property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used in the offeror in managing Government property.

**NOTE: The Contracting Officer will consider any potentially unfair competitive advantage that may result from an offeror or contractor possessing Government property. This will be done by adjusting the offers by applying, for evaluation purposes only, a rental equivalent evaluation factor, as specified in FAR 52.245-9.**

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

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

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

**c. Financial Capacity**

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

**d. Adequate Accounting System**

FAR Part 16 sets forth the requirements and limitations for consideration of contract type. As stated in Section L.1., General Instructions of this solicitation, the resultant contract will not be Firm-Fixed Price. Therefore, the offeror's/contractor's accounting system and practices must be adequate and suitable for accumulating costs under government contracts.

To be considered for an award under this solicitation, the offeror shall include, in the Business Proposal, the following Certification:

"By submission of its signed offer, the Offeror certifies that its accounting system:

- Complies with generally accepted accounting principles (GAAP).
- Provides for:
  - Proper segregation of direct costs from indirect costs.
  - Identification and accumulation of direct costs by contract.
  - A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives.
  - Accumulation of costs under general ledger control.
  - A timekeeping system that identifies employees' labor by intermediate or final cost objectives.
  - A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.
  - Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.
  - Exclusion from costs charged to government contracts of amounts that are not allowable in terms of FAR 31, "Contract Cost Principles and Procedures," or other contract provisions.
  - Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.
  - Segregation of preproduction costs from production costs (applies primarily to manufacturing contracts).



- Provides financial information required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).
- Provides financial information required to support requests for progress payments.
- Ability to develop adequate reliable data for use in pricing follow-on acquisitions.
- Accounting system is in full operation."

**e. Incremental Funding**

An incrementally funded contract is a contract in which funds are obligated, as they become available, to cover specific periods of performance.

**Incremental Funding, HHSAR 352.232-70 (June 2010)**

The Government intends to negotiate and award a cost-reimbursement contract using incremental funding as described in the clauses at FAR 52.232-22, "Limitation of Funds," and 352.232-71, "Estimated Cost - Incrementally Funded Contract." The initial obligation of funds under the contract is expected to cover the base period of the contract . The Government intends to obligate additional funds up to and including the full estimated cost of the contract for the remaining years of performance by unilateral contract modification. However, the Government is not required to reimburse the Contractor for costs incurred in excess of the total amount obligated, nor is the Contractor required to perform beyond the level supported by the total amount obligated.

(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. 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

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

### 2. 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).

### 3. TECHNICAL EVALUATION FACTORS

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

|  |                  |
|--|------------------|
| <b>A. Personnel</b>  | <b>35 Points</b> |
| 1. Extent of experience and expertise of the Principal Investigator in the narrow field of rodent genetic testing.             |                  |
| 2. Demonstrate experience and ability of staff members to perform DNA-based methods, skin grafting and biochemical procedures. |                  |
| <b>B. Technical Approach</b>   | <b>25 Points</b> |
| 1. Adequacy of proposed procedures for applying and interpreting results.  |                  |
| 2. Suitability of proposed procedures for completing the testing and reporting within the prescribed turn-around time.         |                  |
| <b>C. Organizational Experience and Expertise</b>  | <b>20 Points</b> |
| 1. Record of successful performance in rodent genetic testing procedures at the level and quantity required by the RFP.        |                  |
| <b>D. Facilities and Equipment</b>   | <b>20 Points</b> |

1. Adequacy of the facility and equipment for performance of this contract.

**Total**

**100 Points**

#### 4. PAST PERFORMANCE FACTOR

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 a 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 relevant information.

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

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

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

#### 5. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

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

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

Offers will be evaluated on the following sub-factors:

- a. Extent to which SDB concerns are specifically identified
- b. Extent of commitment to use SDB concerns
- c. Complexity and variety of the work SDB concerns are to perform

- d. Realism of the proposal
- e. Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation
- f. Extent of participation of SDB concerns in terms of the value of the total acquisition.