

SOLICITATION

SECTION A - SOLICITATION FORM

1. Requisition or other Purchase Authority: _____		
2. Request for Proposal (RFP) Number: NIHAO201700080	3. Issue Date: August 2, 2017	4. Set Aside: [] No [X] Yes See Part IV Section L
5. Title : Logistics Support Services		
6. ISSUED BY: Office of Acquisitions, DEA National Institute of Allergy and Infectious Diseases National Institutes of Health 5601 Fishers Lane Bethesda, MD 20892 _____ _____ _____		7. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
8. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 10:00 am local time on August 22, 2017 . 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. 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 System for Award Management (SAM) prior to award of a contract. Offerors must access the CCR through The System for Award Management (SAM) at http://www.sam.gov		
11. FOR INFORMATION CALL: Alice Sobsey PHONE: 240-669-5118 e-MAIL: alice.sobsey@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
All questions pertaining to this acquisition shall be submitted no later than Noon (local prevailing time) on August 7, 2017 . To the extent practical, all responses to questions will be issued within one (1) week of receipt. Questions received after noon on August 7, 2017 may or may not receive a response.		Dixie Harper Contracting Officer Office of Acquisitions, DEA National Institute of Allergy and Infectious Diseases

RFP TABLE OF CONTENTS

PART I - THE SCHEDULE	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5
SECTION D - PACKAGING, MARKING AND SHIPPING	9
SECTION E - INSPECTION AND ACCEPTANCE	10
SECTION F - DELIVERIES OR PERFORMANCE	11
SECTION G - CONTRACT ADMINISTRATION DATA	12
SECTION H - SPECIAL CONTRACT REQUIREMENTS	18
PART II - CONTRACT CLAUSES	25
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	39
SECTION J - LIST OF ATTACHMENTS	39
SOLICITATION ATTACHMENTS	39
TECHNICAL PROPOSAL ATTACHMENTS	39
BUSINESS PROPOSAL ATTACHMENTS	39
INFORMATIONAL ATTACHMENTS	40
PART IV - REPRESENTATIONS AND INSTRUCTIONS	41
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	41
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	42
1. GENERAL INFORMATION	42
a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	42
b. REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES	46
c. NOTICE OF SMALL BUSINESS SET-ASIDE	46
d. NAICS CODE AND SIZE STANDARD	46
e. TYPE OF CONTRACT AND NUMBER OF AWARDS	46
f. BRAND NAME OR EQUAL	47
g. COMMITMENT OF PUBLIC FUNDS	47
h. PROMOTING EFFICIENT SPENDING	47
i. COMMUNICATIONS PRIOR TO CONTRACT AWARD	48
j. RELEASE OF INFORMATION	48
k. REFERENCE MATERIALS	48
l. CONCEPT REVIEW	48
m. PREPARATION COSTS	48
n. SERVICE OF PROTEST	48
2. INSTRUCTIONS TO OFFERORS	49
a. GENERAL INSTRUCTIONS	49
1. Contract Type and General Clauses	49
2. Authorized Official and Submission of Proposal	49
3. Proposal Summary and Data Record (NIH-2043)	49
4. Separation of Technical and Business Proposals	50
5. Alternate Proposals	50
6. Evaluation of Proposals	50
7. Potential Award Without Discussions	50

8. Use of the Metric System of Measurement.....	50
9. Standards for Privacy of Individually Identifiable Health Information.....	50
10. Non-discrimination for Conscience, HHSAR Clause 352.270-9.....	51
11. Privacy Act - Treatment of Proposal Information.....	51
12. Selection of Offerors.....	52
13. Past Performance Information.....	53
14. Solicitation Provisions Incorporated by Reference.....	53
b. TECHNICAL PROPOSAL INSTRUCTIONS.....	55
1. Technical Discussions.....	55
2. Other Considerations.....	58
3. Technical Evaluation.....	58
4. Obtaining and Disseminating Biomedical Research Resources.....	58
c. BUSINESS PROPOSAL INSTRUCTIONS.....	59
1. Basic Cost/Price Information.....	59
2. Proposal Cover Sheet.....	59
3. Information Other than Cost or Pricing Data.....	60
4. Cost and Pricing Data.....	61
5. Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data.....	65
6. Mentor Protege Program, HHSAR 352.219-70.....	66
7. HUBZone Small Business Concerns.....	66
8. Total Compensation Plan.....	67
9. Other Administrative Data.....	68
10. Qualifications of the Offeror.....	70
11. Subcontractors.....	71
12. Proposer's Annual Financial Report.....	71
13. Travel Costs/Travel Policy.....	71
SECTION M - EVALUATION FACTORS FOR AWARD.....	72
1. MANDATORY QUALIFICATION CRITERIA.....	72
2. TECHNICAL EVALUATION FACTORS.....	72
3. PAST PERFORMANCE FACTOR.....	72

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

In order to achieve the NIAID's goals of facilitating research and improving methods for the prevention, diagnosis and treatment of infectious and immune mediated diseases; and to assist in the dissemination of research results, NIAID requires diverse administrative and logistical support. Due to the dynamic nature of the work conducted by the NIAID, it is necessary to have a support mechanism in place that is flexible, responsive, and timely in order to accommodate changing priorities. Additionally, changes in public health priorities, Congressional emphasis, and changes resulting from ongoing research will impact the administrative and logistical support needs of the institute. In some areas of required logistical support, it is not possible to anticipate the exact work that will be required by the contractor in a given year. The technical requirements outlined below reflect those unknowns as there are base requirements as well as indefinite delivery/indefinite quantity contract task areas.

ARTICLE B.2. PRICES/COSTS

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

ARTICLE B.3. PRICES/COSTS

- a. This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$10,000 (minimum) nor more than a total of \$18,404,872 (maximum) for successful performance of this contract.
- b. The costs set forth in this ARTICLE will cover the contract period 9/15/2017 through 9/14/2022.
- c. The Government will issue Task Orders based on the work described in SECTION C of this contract and the following schedule. Upon delivery and acceptance of the item(s) described in each Task Order, the Government shall pay to the Contractor the [unit price(s)/costs] set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Unit	Price (or Cost)/Unit

PROPOSAL

Cost will be evaluated from the Task Order cost proposal submission.

All offerors must submit a technical and cost proposal for the completion of this meeting support task order in Attachment 4. The technical proposal should provide sufficient information regarding the methodology and approach for completion of all requirements of this task order.

The cost proposal should provide a realistic estimate of the total cost to complete the task order. This proposal should be a cost-plus-award fee proposal. The proposal should include estimated costs for direct labor, fringe benefits, travel, materials, other direct costs, and indirect costs. In addition, the proposal should include the proposed base and award fee totals. These totals should be based on a percentage of the direct cost pool.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

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

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 6/26/2017, 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 guidance and specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Making Files Accessible."

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

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

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) 1 electronic copy of these reports will be required as follows:

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

2. **Summary of Salient Results**

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

b. **Other Reports/Deliverables**

1. Information Security and Physical Access Reporting Requirements

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

a. Roster of Employees Requiring Suitability Investigations

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. (Reference subparagraph A.e. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

b. IT Security Plan (IT-SP)

The contractor shall submit the IT-SP within thirty (30) days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

The Contractor shall review and update the IT-SP in accordance with NIST SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, on an annual basis.

(Reference subparagraph D.c.1. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

c. IT Risk Assessment (IT-RA)

The contractor shall submit the IT-RA within thirty (30) days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy.

The Contractor shall update the IT-RA on an annual basis.

(Reference subparagraph D.c.2. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

d. FIPS 199 Assessment

The Contractor shall submit a FIPS 199 Assessment within thirty (30) days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard.

(Reference subparagraph D.c.3. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

e. IT Security Certification and Accreditation (IT-SC&A)

The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed within three (3) months after contract award.

The Contractor shall perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid.

(Reference subparagraph D.c.4. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

f. Reporting of New and Departing Employees

The Contractor shall notify the Contracting Officer's Representative (COR) and Contracting Officer within five working days of staffing changes for positions that require suitability determinations as follows:

- a. **New Employees who have or will have access to HHS Information systems or data:** Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.
- b. **Departing Employees:** 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COR and/or Contracting Officer upon request.

(Reference subparagraph E.2.a-c. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

- g. **Contractor - Employee Non-Disclosure Agreement(s)** The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is located at: <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>.

(Reference subparagraph E.3.d. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

h. Vulnerability Scanning Reports

The Contractor shall report the results of the required monthly special vulnerability scans no later than 10 days following the end of each reporting period. If required monthly, this report may be included as part of the Technical Progress Report. Otherwise, this report shall be submitted under separate cover on a monthly basis.

(Reference subparagraph E.5. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

2. Section 508 Annual Report

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. The Section 508 Report Template and Instructions for completing the report are available at: <http://www.hhs.gov/web/508/contracting/technology/vendors.html> under "Vendor Information and Documents."

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.

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 required 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, TBD is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
TBD

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

The Government reserves the right to an Inspection period of 5calendar days, unless a different time period is stated when (the Record of Call/elsewhere in the contract). The receiving report, completed and signed by the appropriate official, constitutes acceptance and shall be acknowledged to the payment office (OFM).

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

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 9/15/2015 through 9/14/2022.
- 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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

Alternate I (April 1984) is applicable to this contract.

NAICS CODE and PSC CODE

NAICS: 541612

PSC: B537

52.211-11, Liquidated Damages--Supplies, Services or Research and Development (September 2000).

"(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$_____ per calendar day of delay [Contracting Officer insert amount]."

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; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

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

Name	Title
TBD	

ARTICLE G.3. METHOD OF ORDERING

a. Orders issued under this contract may be placed as follows:

[] in writing

☐ via telephone

☐ via facsimile (fax)

☒ via electronic mail (e-mail)

☐ Oral [Oral Orders will be confirmed in writing within _ days of issuance.

☐ Other Specify: _____

b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

c. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
 - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - iv. It is necessary to place an order to satisfy a minimum guarantee.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
 - i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
 - ii. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
 - iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

ARTICLE G.4. TASK ORDER PROCEDURE

This contract provides for the issuance of Task Orders on a negotiated basis as follows:

a. **General**

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

b. **Requesting Task Order Proposals.**

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing. A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement.

Generally, the Task Order Request for Proposal (TORFP) will include but is not limited to the following:

1. Statement of Work;
2. Reporting Requirements and Deliverables;
3. Proposal Due Date and Location to Deliver Proposals;
4. Period of Performance of Task Order;
5. Anticipated type of Task Order;
6. Technical Proposal Instructions;
7. Business proposal Instructions
8. Evaluation Factors for Award

All contract clauses contained this contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order.

Contractors are not required to propose on all TORFPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORFP. An election not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Task Order.

c. Competitive Ordering Process.

1. All Contractors within a technical area will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.
2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORFP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
 - Understanding of the requirements;
 - Experience and capability on similar tasks;
 - Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.
 - Procedures for assuring quality of work, products, and deliverables;
 - Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
 - Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
 - References to evaluate past performance; and

- Cost/Price to perform the task order.

d. Evaluation and Award of Task Order Proposals

The Government will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, technical factors will be significantly more important than cost or price. However, each TORFP will specify how the award decision will be made.

Upon completion of evaluations, the Contracting Officer will issue a task order to the Contractor whose proposal is most advantageous to the government.

The Contracting Officer will notify the Contractor(s) of the selection decision in writing.

e. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
 - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - iv. It is necessary to place an order to satisfy a minimum guarantee.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
 - i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
 - ii. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
 - iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

ARTICLE G.5. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice Submission/Contract Financing Request and Contract Financial Reporting, NIH(RC)-4 for NIH Cost-Reimbursement Type Contracts 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
5601 Fishers Lane
Bethesda, MD 20892- 9822

E-mail: alice.sobsey@nih.gov

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

ARTICLE G.6. 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.7. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf.

ARTICLE G.8. 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 Annually as follows on TBD.

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.gov>

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. 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.3. 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.4. PRIVACY ACT, HHSAR 352.224-70 (December 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in CFR 45 part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [5 U.S.C. 552a(m)(1)]. The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

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

The Privacy Act System of Records applicable to this project is Number 09-25-0012. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: <http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm>.

ARTICLE H.5. OMB CLEARANCE

In accordance with HHSAR 352.211-3, 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.6. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE H.7. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

ARTICLE H.8. CERTIFICATION OF FILING AND PAYMENT OF TAXES

The contractor must be in compliance with Section 518 of the Consolidated Appropriations Act of FY 2014.

ARTICLE H.9. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., 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 52.217-6, Option for Increased Quantity set forth in SECTION I. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the [**Use for Cost-Reimbursement Contracts:** estimated cost [plus fixed fee] of the contract will be increased as set forth in the ESTIMATED COST [PLUS FIXED FEE]/ **Use for Fixed-Price Contracts:** price of the contract will be increased as set forth in the OPTION PRICES] Article in SECTION B 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 Contract Specialist shall be included as a contact for notification purposes at the following e-mail address:

TBD
Contract Specialist

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

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

ARTICLE H.12. CONFIDENTIALITY OF INFORMATION

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ARTICLE H.13. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.227-70, Publications and Publicity** incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the TBD, National Institutes of Health, Department of Health and Human Services, under Contract No. TBD"

a. Advanced Copies of Press Releases

Press releases shall be considered to include the public release of information to any medium, excluding peer-reviewed scientific publications. The contractor shall ensure that the Contracting Officer's Representative (COR) has received an advance copy of any press release related to this contract not less than four (4) working days prior to the issuance of the press release.

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

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

[The appropriate individual will be included in the resultant contract as follows:]

For R&D Contracts:	For Non R&D Contracts:
Dr. Sherry Mills	Dr. Richard G. Wyatt
NIH Competition Advocate	NIH Competition Advocate
6705 Rockledge Drive, Suite 305	1 Center Drive, Room 160, MSC 0151
Bethesda, MD 20892	Bethesda, MD 20892-0151
Phone: (301) 435-2687	Phone: (301) 496-4920
E-mail: sherry.mills@nih.gov	E-mail: WyattRG@mail.nih.gov

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

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.16. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

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

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

ARTICLE H.17. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

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

ARTICLE H.18. 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.

ARTICLE H.19. USE OF FUNDS FOR CONFERENCES, MEETINGS AND FOOD

The Contractor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this contract without prior written Contracting Officer approval.

In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

The following conferences and/or meetings have been approved by the Contracting Officer and are hereby authorized under this contract:

Conference or Meeting Title	Conference or Meeting Location	Federal/NonFederal Space	Date of Conference	Not to Exceed Estimate Cost
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		

ARTICLE H.20. REGISTRATION FEES FOR CONFERENCES, WORKSHOPS AND MEETINGS

A Non-Federal entity co-sponsoring a conference with an Institute/Center (IC) under a contract may charge and collect a registration fee from all participants for the purpose of defraying its portion of the expenses of the conference. Under these circumstances, the Contractor shall document that the registration fees associated with the event are being charged, collected and used solely by the co-sponsor.

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

In addition, prior to each conference, the Contractor shall provide the following information and documentation to the Contracting Officer's Representative (COR) and Contracting Officer:

1. Co-sponsor's name
2. Conference name, location, dates, times

3. copy of the agenda
4. A completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the Contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury. If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

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

ARTICLE H.21. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

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

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

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

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

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

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

ARTICLE H.22. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

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

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

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

See the policy announcement for additional details and definitions at:
<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

ARTICLE H.23. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

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:

<https://oamp.od.nih.gov/DGS/reference-material-prospective-offerors-and-contractors>

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

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH NON-PROFIT ORGANIZATIONS OTHER THAN 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** (August 2016) of FAR Clause **52.215-2, Audit and Records--Negotiation** (October 2010) is added.
- b. **Alternate I** (October 1997) of FAR Clause **52.215-14, Integrity of Unit Prices** (October 2010) is added.
- c. FAR Clauses **52.215-15, Pension Adjustments and Asset Reversions** (October 2010); **52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, **52.215-19, Notification of Ownership Changes** (October 1997), are deleted in their entirety.
- d. FAR Clause **52.215-23, Limitations on Pass-Through Charges** (October 2009), is added.
- e. **Alternate IV** (October 2010) of FAR Clause **52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications** (October 2010) is added.
- f. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (November 2016), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- g. FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (December 2010) is deleted in its entirety.
- h. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.
- i. FAR Clause **52.227-14, Rights in Data-General** (May 2014) is deleted in its entirety.
- j. 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.]**
- k. FAR Clause **52.232-33, Payment By Electronic Funds Transfer--System for Award Management** (July 2013), is deleted in its entirety and FAR Clause **52.232-36, Payment By Third Party** (May 2014) is substituted therefor.
- l. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
- m. FAR Clause **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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

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

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

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).
2. FAR Clause **52.204-18 Commercial and Government Entity Code Maintenance** (July 2016)
3. FAR Clause **52.207-5, Option to Purchase Equipment** (February 1995).
4. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply or Services** (May 2014).
5. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (November 2015).
6. FAR Clause **52.216-20, Definite Quantity** (October 1995).

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

7. FAR Clause **52.217-2, Cancellation Under Multiyear Contracts** (October 1997).
8. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (October 2014).

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

9. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (November 2011).

Alternate I (November 2011) is not applicable to this contract.

Alternate II (November 2011) is not applicable to this contract.

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

Alternate I (October 1995) is not applicable to this contract.

Alternate II (March 2004) is not applicable to this contract.

11. FAR Clause **52.219-14, Limitations on Subcontracting** (November 2011).

12. FAR Clause **52.222-4, Contract Work Hours and Safety Standards - Overtime Compensation - General** (May 2014).

13. FAR Clause **52.222-29, Notification of Visa Denial** (April 2015).
14. FAR Clause **52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment** (June 2014)

Alternate I (Oct 2015) is not applicable to this contract.

15. FAR Clause **52.223-14 Acquisition of EPEAT®-Registered Televisions** (June 2014)

Alternate I (June 2014) is not applicable to this contract.

16. FAR Clause **52.223-15, Energy Efficiency in Energy-Consuming Products** (December 2007).

17. FAR Clause **52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products** (October 2015).

Alternate I (June 2014) is not applicable to this contract.

18. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

19. FAR Clause **52.224-2, Privacy Act** (April 1984).

20. **Alternate I** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

21. **Alternate II** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Additional purposes for which the limited rights data may be used are:

22. **Alternate III** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Additions to, or limitations on, the restricted rights set forth in the Restricted Rights Notice of subparagraph (g)(4) of the clause are expressly stated as follows:

23. **Alternate V** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Specific data items that are not subject to paragraph (j) include:

24. FAR Clause **52.227-16, Additional Data Requirements** (June 1987).

25. FAR Clause **52.227-17, Rights in Data--Special Works** (December 2007).

26. FAR Clause **52.227-18, Rights in Data--Existing Works** (December 2007).

27. FAR Clause **52.227-19, Commercial Computer Software License** (December 2007).

28. FAR Clause **52.228-1, Bid Guarantee** (September 1996).

"The amount of the bid guarantee shall be % of the bid price or \$ whichever is less."

29. FAR Clause **52.228-2, Additional Bond Security** (October 1997).

30. FAR Clause **52.228-11, Pledges of Assets** (September 2009).

31. FAR Clause **52.228-14, Irrevocable Letter of Credit** (November 2014).

32. FAR Clause **52.229-10, State of New Mexico Gross Receipts and Compensating Tax** (April 2003)

33. FAR Clause **52.230-2, Cost Accounting Standards** (October 2015).

34. FAR Clause **52.230-3, Disclosure and Consistency of Cost Accounting Practices** (October 2015).

35. FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (August 2016).

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

37. FAR Clause **52.232-18, Availability of Funds** (April 1984).

38. FAR Clause **52.232-36, Payment by Third Party** (May 2014).

39. FAR Clause **52.232-37, Multiple Payment Arrangements** (May 1999).

40. FAR Clause **52.237-3, Continuity of Services** (January 1991).

41. FAR Clause **52.237-7, Indemnification and Medical Liability Insurance** (January 1997).

"(a) ...The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *

Amount of Liability Insurance	Medical Specialty

42. FAR Clause **52.237-11, Accepting and Dispensing of \$1 Coin** (September 2008).

43. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).

44. FAR Clause **52.246-23, Limitation of Liability** (February 1997).

45. FAR Clause **52.246-24, Limitation of Liability - High-Value Items** (February 1997).

Alternate I (April 1984) is not applicable to this contract

46. FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (June 2003).

47. FAR Clause **52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels** (February 2006).

48. FAR Clause **52.247-68, Report of Shipment (REPSHIP)** (February 2006).

49. FAR Clause **52.251-1, Government Supply Sources** (April 2012).

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

1. HHSAR Clause **352.231-70, Salary Rate Limitation** (December 2015)

Note: *The Salary Rate Limitation is at the Executive Level II Rate.*

See the following website for Executive Schedule rates of pay: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

(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 52.204-21, **Basic Safeguarding of Covered Contractor Information Systems** (June 2016)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

b. Safeguarding requirements and procedures.

1. The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- i. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- ii. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- iii. Verify and control/limit connections to and use of external information systems.
- iv. Control information posted or processed on publicly accessible information systems.
- v. Identify information system users, processes acting on behalf of users, or devices.
- vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- vii. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- xii. Identify, report, and correct information and information system flaws in a timely manner.
- xiii. Provide protection from malicious code at appropriate locations within organizational information systems.
- xiv. Update malicious code protection mechanisms when new releases are available.
- xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

2. *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

c. *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

2. ***FAR Clause 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013)***

As prescribed in 9.104-7(c), insert the following clause:

- 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 System for Award Management (SAM) database at <http://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 FAPIIS 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 FAPIIS 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 FAPIIS 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 FAPIIS.*
 - 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)

3. FAR Clause **52.217-8 Option to Extend Services** (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [insert the period of time within which the Contracting Officer may exercise the option].

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

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a

different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 [MONTHS/YEARS].

4. FAR Clause **52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons** (June 2016)

- a. Definitions. As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- 1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - 2. Class II, including, but not limited to hydrochlorofluorocarbons.
- b. The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

- c. **Reporting.** For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall-
 - i. Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by-
 - i. Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
 - ii. Contract number; and

- iii. Equipment/appliance;
- ii. Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00
 - i. Annually by November 30 of each year during contract performance; and
 - ii. At the end of contract performance.
- d. The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>

5. FAR Clause **52.223-20, Aerosols** (June 2016)

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

b. Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- 1. In-use emission rates, energy efficiency;
- 2. Safety, such as flammability or toxicity;
- 3. Ability to meet technical performance requirements; and
- 4. Commercial availability at a reasonable cost.

c. The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>

6. FAR Clause **52.223-21, Foams** (June 2016)

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other

acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

b. Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

1. In-use emission rates, energy efficiency, and safety;
2. Ability to meet performance requirements; and;
3. Commercial availability at a reasonable cost.

c. The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

7. FAR Clause **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations** (March 2009)

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

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is--

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) *Costs.* (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

- (2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) *Liability*. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) *Flowdown*. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

8. FAR Clause **52.247-67, Submission of Transportation Documents for Audit** (February 2006).

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

[To be filled in by the Contracting Officer]

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

1. HHSAR Clause **352.237-74, Non-Discrimination in Service Delivery** (December 2015).

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental).

By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of Clause)

Any contract awarded from this RFP will contain the following article:

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

This contract is subject to the Service Contract Labor Standards. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR 52.222-55 **Minimum Wages Under Executive Order 13658** (December 2015)

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)	
Attachment 2:	Proposal Intent Response Sheet	
Attachment 3:	Statement of Work	

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 4:	Technical Proposal Cost Summary	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Tech-Prop-Cost-Summ.pdf
Attachment 5:	Summary of Related Activities	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/summary-related-activities.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 6:	Proposal Summary and Data Record, NIH-2043	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/NIH2043.pdf
Attachment 7:	Small Business Subcontracting Plan	http://www.hhs.gov/grants/contracts/contract-policies-regulations/subcontractplan/index.html
Attachment 8:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	https://oamp.od.nih.gov/content/breakdown-proposed-estimated-cost-plus-fee-and-labor-hours
Attachment 9:	Offeror's Points of Contact	https://oamp.od.nih.gov/sites/default/files/DFASDocs/buscntrectprpslsprdsht08-2014_508.xlsx
Attachment 10:	Certificate of Current Cost or Pricing Data	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/point-of-contact.pdf
Attachment 11:	Wage Rate Determination	
Attachment 12:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://www.gsa.gov/portal/forms/download/116430

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 13:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc4_508.pdf
Attachment 14:	Privacy Act System of Records	http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm
Attachment 15:	Government Property Schedule	To be determined during negotiations.
Attachment 16:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://www.gsa.gov/portal/forms/download/116430
Attachment 17:	Conference Expense Offset Worksheets	Contractor Pre-Conference Expense Offset Worksheet, 1 page. Located at: http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Pre-Conf-worksheet.pdf Post Conference Expense Offset Worksheet, 2 pages. Located at: http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Post-Conf-worksheet.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the **System for Award Management (SAM)** and complete the Representations and Certifications. The SAM website may be accessed at: <http://www.sam.gov> ; and
 2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL:**
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
which is included as an Attachment in Section J-LIST OF ATTACHMENTS, SOLICITATION ATTACHMENTS of this solicitation.
- If you are unable to access this SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.
3. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (December 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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.

Alternate II (October 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

b. REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES [FAR 52.215-3 (October 1997)]

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: Services [State Purpose]

(End of provision)

c. NOTICE OF SMALL BUSINESS SET-ASIDE

1. **General.** Offerors are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.

2. **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the size standards in this solicitation. In addition to meeting these criteria, a small business concern submitting an offer in his own name shall furnish, in the performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, provided that this additional requirement does not apply in connection with construction or service contracts.

d. 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 541612.
2. The small business size standard is 500.

e. 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 September 2017.

2. It is anticipated that the award from this solicitation will be a multiple-year Cost-Reimbursement type Completion contract with a Term of 5Years.
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.

f. BRAND NAME OR EQUAL, (FAR Provision 52.211-6)

- a. If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
 - b. To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--
 - a. Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - b. Clearly identify the item by--
 - i. Brand name, if any; and
 - ii. Make or model number;
 3. Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
 - (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
 - (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.
- (End of Provision)

g. 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.

h. 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).

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.

i. 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 SOLICITATIONS. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

j. 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.

k. REFERENCE MATERIALS

A "reading room" containing reference materials pertinent to this acquisition is available in Room __, Executive Plaza South, 6120 Executive Boulevard, Rockville, Maryland, from __ Monday through Friday (except Government holidays) through the closing date of the RFP. Use of the reading room is by appointment only; contact ____, phone ____, e-mail ____ for arrangements. Failure of offerors to examine the reference materials prior to proposal preparation and submission will be at the offeror's risk.

l. CONCEPT REVIEW

This project has not been reviewed by the Board of Scientific Counselors as required. Such review will occur prior to technical evaluation. Thus potential offerors are cautioned that cancellation of this RFP due to disapproval by the Board of Scientific Counselors is a possibility.

m. PREPARATION COSTS

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

n. 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
5601 Fishers Lane
Bethesda, MD 20892- 9822

(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 [(completion/level of effort)/fixed price] 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 SOLICITATION 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. **Use of the Metric System of Measurement**

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

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

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

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

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

9. **Standards for Privacy of Individually Identifiable Health Information**

The Department of Health and Human Services (DHHS) issued final modifications to the "Standards for Privacy of Individually Identifiable Health Information," the "Privacy Rule," on August 14, 2002. The Privacy Rule is a federal regulation under the Health Insurance Portability and Accountability

Act (HIPAA) of 1996 that governs the protection of individually identifiable health information and is administered and enforced by the DHHS Office for Civil Rights (OCR). Those who must comply with the Privacy Rule (classified under the Rule as "covered entities" must do so by April 14, 2003 (with the exception of small health plans which have an extra year to comply).

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

10. **Non-discrimination for Conscience, HHSAR 352.270-9 (December 2015)**

- a. Section 301(d) of the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act, as amended, provides that an organization, including a faith-based organization, that is otherwise eligible to receive assistance under section 104A of the Foreign Assistance Act of 1961, under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, under the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008, or under any amendment to the foregoing Acts for HIV/AIDS prevention, treatment, or care-
 - i. Shall not be required, as a condition of receiving such assistance, to-
 - ii. Endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
 - ii. Endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection.
 - ii. Shall not be discriminated against under the provisions of law in subparagraph (a) for refusing to meet any requirement described in paragraph (a)(1) in this solicitation.
- b. Accordingly, an offeror who believes this solicitation contains work requirements that would require it to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS, or to endorse, utilize, make referral to, become integrated with, or otherwise participate in a program or activity to which it has a religious or moral objection, shall identify those work requirements it has excluded in its technical proposal.
- c. The Government acknowledges that an offeror has specific rights, as cited in paragraph (b) of this provision, to exclude certain work requirements in this solicitation from its proposal. However, the Government reserves the right to not make an award to an offeror whose proposal does not comply with the salient work requirements of the solicitation. Any exercise of that Government right will be made by the Head of the Contracting Activity.

(End of provision)

11. **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 SOLICITATION 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.

12. Selection of Offerors

- a. The acceptability of the [scientific and] technical portion of each [research] contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation 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 found to be technical acceptable 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 ___'s policy to conduct discussions with all offerors in the competitive range, ___ 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 Part 315.

- 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 ___ reserves the right to make a single award, multiple awards, or no award at all to the SOLICITATION. In addition, the SOLICITATION may be amended or canceled as necessary to meet ___ requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

13. Past Performance Information

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

A list of the last _ contracts completed during the past One years and [ALL CONTRACTS/ THE LAST _ 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 _____.

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.

14. 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. Unique Entity Identifier, FAR Provision 52.204-6 (October 2016).
- b. Facsimile Proposals, FAR Clause 52.215-5, (October 1997).
- c. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- d. Limitations on Pass-Through Charges--Identification of Subcontract Effort, FAR Provision 52.215-22, (October 2009).
- e. Single or Multiple Awards, FAR Clause 52.216-27, (October 1995).
- f. Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).
- g. SAFETY Act Coverage Not Applicable, FAR Clause 52.250-2, (February 2009)
- h. SAFETY Act Block Designation/Certification, FAR Clause 52.250-3, (February 2009).

Alternate I (February 2009) is not applicable to this solicitation.

Alternate II (February 2009) is not applicable to the solicitation.

[Note to Offerors: The DHS SAFETY Act block designation or block certification is attached to this solicitation and contains essential information. Offerors should read this information carefully to make sure they comply with its terms if they plan to take advantage of SAFETY Act coverage for their technology(ies).]

- i. SAFETY Act Pre-qualification Designation Notice, FAR Clause 52.250-4, (February 2009)

Alternate I (February 2009) is not applicable to this solicitation.

Alternate II (February 2009) is not applicable to the solicitation.

[Note to Offerors: The DHS SAFETY Act block pre-qualification designation notice is attached to this solicitation and contains essential information. Offerors should read this information carefully to make sure they comply with its terms if they plan to take advantage of SAFETY Act coverage for their technology(ies).]

- j. SAFETY Act--Equitable Adjustment, FAR Clause 52.250-5, (February 2009).

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. Multiple Principal Investigators

The NIH now provides offerors the opportunity to propose a multiple Principal Investigator (PI) model on research and development contracts. The multiple PI model is intended to supplement, and not replace, the traditional single PI model. The NIH chose this RFP as a candidate for the multiple PI model. Ultimately, the decision to submit a proposal using the multiple PI versus single PI is the decision of the investigators and their institutions. The decision should be consistent with and justified by the scientific goals of the project.

It is essential that organizations consider all aspects of this approach before submitting a proposal. While there are some projects that clearly are appropriate for the multiple PI model, the "fit" of other projects may not be so clear. Offerors should base the selection of either the single PI or multiple PI option on the research proposed, to ensure optimal facilitation of the science. Projects suitable for the multiple PI model could include as few as two PIs who are jointly responsible for the scientific and technical direction of the project. The multiple PI option is based on the proposed project, not on the number of performance sites or the number of participating institutions.

Multiple PIs under research contracts shall use the Subcontract Model. In this approach, offerors submit a single proposal, and a single award is made to the prime contractor. The prime contractor, when appropriate, will award subcontracts to fund the components of the project at the other institutions. The relationship between the contractor and subcontractors must be designed to support all components of the project.

To facilitate communication with the NIH, the offeror must designate a Contact PI at the time of proposal submission. The Contact PI must be employed at the prime contractor's organization. The designation of the Contact PI may rotate on an annual basis. However, this rotation is restricted to PIs located at

the prime contractor's organization. The Contact PI is responsible for: relaying communications between all of the PIs and the NIH, and coordinating progress reports for the project. Being named Contact PI does not confer any special authority for the project.

Leadership Plan

Offerors proposing multiple PIs will need to submit a Leadership Plan as part of the Technical Proposal. The Leadership Plan shall describe the governance and organizational structure of the research project including communication plans, process for making decisions on scientific direction, allocation of resources, publications, intellectual property issues, and procedures for resolving conflicts. The Leadership Plan shall follow the Table of Contents provided below:

- I. Rationale
Include a discussion of how the project will be enhanced by the multiple PI approach.
 - II. Identification of all proposed PIs
Identify the proposed PIs, their point of contact information and affiliated organizations, and the percentages of time proposed for this project. Identify the Contact PI and plans for rotation of that role, if any.
 - III. Roles and Responsibilities
Identify both the scientific and administrative roles and responsibilities of all named PIs.
 - IV. Approach to Fiscal and Management Coordination
Describe how the project will be performed and monitored from a fiscal and management perspective. Discuss organizational administrative coordination and support.
 - V. Project Direction and Resource Allocation
Address how decisions will be made regarding scientific direction, and, how resources will be allocated and redistributed if needed during performance. Address plans for shared resources such as IT or other shared data considerations. If joint standard operating procedures will be developed, describe this process.
 - VI. Communication and Lines of Authority
Address communication and lines of authority within and among PIs and within and among organizations.
 - VII. Data sharing, Intellectual Property, Publication, and other Proprietary Considerations
Data sharing plans, intellectual property considerations, publication agreements, and any other proprietary or confidential information sharing should be addressed in this section.
 - VIII. Conflict Resolution
Address how conflicts will be avoided, identified, and resolved.
 - IX. Other
Address any other information relative to the leadership approach to Multiple PI projects.
- Offerors submitting single PI proposals do not need to submit a Leadership Plan.

3. Other Investigators

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

4. 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.

5. 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. Obtaining and Disseminating Biomedical Research Resources

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

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

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

<http://www.gpo.gov/fdsys/pkg/FR-1999-12-23/pdf/99-33292.pdf>

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. Data Other than Certified Cost or Pricing Data

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

Data submitted must support the price proposed. The offeror shall include sufficient detail or cross references to clearly establish the relationship of the data provided to the price proposed. The offeror shall support any data provided with explanations or supporting rationale, as needed, to permit the Contracting Officer and authorized representative to evaluate the documentation.

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

- b. The data submitted shall be at the level of detail described below.

a. Direct Labor

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

b. Materials

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

c. Subcontracted Items

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$750,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

d. Raw Materials

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

e. Purchased Parts

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

f. Fringe Benefits

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

g. Indirect Costs

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

h. Special Equipment

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

i. Travel

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

j. Other Costs

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

4. 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.

5. 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.

6. Mentor-Protégé Program, HHSAR 352.219-70 (December) 2015

- a. Large business prime contractors serving as mentors in the HHS Mentor-Protege 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-protége agreements as part of their offers. The amount of credit provided by the Contracting Officer to a mentor firm for protege 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 www.esrs.gov. The mentor firm and protege 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 protege firm and provision of \$5,000 of developmental assistance as \$15,000 of subcontracting plan credit.) The mentor firm may use this additional credit towards attaining its subcontracting plan participation goal under this contract.
- b. The program consists of--
 1. 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-Protege agreement approved by HHS' OSDBU;
 2. Protege 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 small businesses; and
 - (iii) Have a Mentor-Protege agreement approved by HHS' OSDBU; and
 3. Mentor-Protege agreements--joint agreements, approved by HHS' OSDBU, which detail the specific terms, conditions, and responsibilities of the mentor-protégé relationship.

(End of provision)

7. 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>.

8. 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.

9. 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. Royalties

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

c. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (JULY 2013)

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 System for Award Management.

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

(End of Provision)

d. Financial Capacity

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

e. 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, if applicable.
- Accounting system provides financial information:
 - Required by contract clause concerning limitation of cost (FAR 52.232-20) or limitation on payments (FAR 52.216-16).
 - Required to support requests for progress payments.
- Accounting system was designed, and records are maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions.
- Accounting system is currently in full operation.

The Contracting Officer reserves the right to request, with the Final Proposal Revision (FPR), a current (within 18 months) CPA opinion confirming that the Offeror's accounting system is compliant as certified above.

f. Incremental Funding

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

10. 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.

11. 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.

12. Proposer's Annual Financial Report

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

13. Travel Costs/Travel Policy**a. Travel Policy**

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

Section M - Evaluation Factors for Award Logistical Support Services

Technical Evaluation Criteria:

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. Adjectival ratings will be assigned for each criterion. The criteria and sub-criteria below are listed in descending order of relative importance unless identified otherwise.

1. Corporate Experience
2. Project Management and Execution Plan
3. Key Personnel and Other Personnel Qualifications
4. Past Performance
5. Cost/Price

Technical Criteria:

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance for evaluation purposes. Sub-factors are listed in order of relative importance.

Technical Criteria 1: Corporate Experience

Appropriateness and adequacy of the background and corporate experience performing the same or similar services required in the SOW. This experience can be from federal, state or commercial entities.

Technical Criteria 2: Project Management Plan

Appropriateness and adequacy of the Project Management Plan in terms of staffing, organizational structure and lines of authority, management of subcontracts/consultants, tracking of project activities, monitoring progress and timelines, and communication with stakeholders.

Technical Criteria 3: Key Personnel and Other Personnel Qualifications

Appropriateness and adequacy of the education, training, experience, qualifications and effort for proposed key personnel to perform the requirements of the SOW.

SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104

**Section M - Evaluation Factors for Award
Logistical Support Services**

Adjectival Ratings:

The Government will evaluate the Technical Proposal using the following adjectival ratings.

Adjectival	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Satisfactory	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unsatisfactory	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Evaluation of Options:

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).

Other Evaluation Factors: Cost

Past Performance

Adequacy of past performance of comparable or related work similar in size, scope, and complexity. Past performance descriptions may be of active work or work completed within the last five years.

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.

Past Performance will be evaluated based on the relevancy and the confidence that the offeror can successfully perform the required effort.

SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104

**Format for Technical Proposal and Table of Contents
Logistical Support Services**

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

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

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

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

Offerors must refer to the solicitation Attachment entitled “Packaging and Delivery of the Proposal,” which details strict guidelines, including page limitations, formatting and layout of proposals, and prohibits the offerors use of links to internet web site addresses (URLs) to direct readers to alternate sources of information.

TECHNICAL PROPOSAL – TABLE OF CONTENTS

Section 1:

- 1) PROPOSAL TITLE PAGE. Include RFP title and number, name of organization, DUNS number, and identify if the proposal is an original or a copy. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall also include the legend regarding Restriction on Disclosure and Use of Data prescribed by FAR [52.215-1\(e\)](#)].
- 2) TABLE OF CONTENTS

Section 2: Technical Plan/Approach

Format for Technical Proposal and Table of Contents Logistical Support Services

Offerors should elaborate on their technical experience and abilities to provide the services outlined in the SOW.

Provide a brief overview of the Technical Proposal, including:

- 1) A brief description of the activities proposed by the offeror and all proposed subcontractors, including identification of all proposed subcontractors and a list of key personnel for the offeror and the proposed subcontractors with degrees, titles and role in the project.
- 2) By area of expertise, provide the total number of staff, the number available to be assigned to the contract for the offeror and all proposed subcontractors, and total number of additional staff to be hired and trained.
- 3) Facilities and equipment to be made available by the offeror and all proposed subcontractors.
- 4) The order of items should be presented in a manner that is consistent with the outline of the Sample Task Areas, Attachment 2, or the most meaningful for evaluating the technical merit of the proposal. For each major Task Area describe the technical approaches, rationale, proposed methodologies, proposed plans and procedures, etc. to carrying out each task.

Section 3: Project Management

- 1) Provide a Project Management Plan for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and completion of tasks identified in the Statement of Work. If consultants and/or subcontractors are proposed, include a plan to manage, coordinate, and oversee the work performed by consultants and/or subcontractor(s).
- 2) Provide a Staffing Plan that describes roles, responsibilities, and level of effort for all technical personnel, including all proposed subcontractors and consultants. Provide an administrative and technical framework indicating clear lines of authority and responsibility for all proposed personnel. Include a chart of the proposed organizational/management structure for the project.
- 3) Describe the project management systems that will be used to track activities and to keep multiple activities on time and budget. The plan must include a description of the quality control methods that will be used to ensure the effective and efficient initiation, implementation, management, and oversight of contract requirements.

Section 4: Technical Personnel

Provide information relevant to document individual training, experience, qualifications and expertise necessary for the successful completion of all contract requirements. Limit resumes to 2-3 pages relevant to the scope of the contract.

Offerors should assure that the project manager, and all other personnel proposed, shall not be

Format for Technical Proposal and Table of Contents
Logistical Support Services

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 may require action on the part of the offeror to correct the time commitment.

(1) Senior Project Manager

Identify the Project Manager who will be responsible for the overall implementation of any awarded contract. Describe the education, training, experience, expertise and qualifications of the proposed Project Manager. 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) Meeting Manager

Describe the experience, training, expertise, qualifications and level of effort of the proposed Meeting Manager/s. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Logistics Specialist

Describe the experience, training, expertise, qualifications and level of effort of the proposed Logistics Specialist. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(4) Additional Personnel

Describe the experience, training, expertise and qualifications, as well as the level of effort, for all proposed key personnel. 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.

- (5) Resumes of all key personnel are required. Per the SOW the Key Personnel are the Senior Project Manager, Meeting Manager, and Logistics Manager. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.**

Section 5: Facilities, Equipment, and Other Resources

Format for Technical Proposal and Table of Contents
Logistical Support Services

The Technical Proposal should document availability and adequacy of resources necessary to carry out the Statement of Work, including:

- 1) Identification and description of ALL support resources (including Information Technology systems) that will be required to effectively complete the SOW.

Section 6: Options

Options should be presented as a separate part of the Technical Proposal and clearly identified as such.

1) Options 1 through 4: Extend the Term of the Contract

The following Options are anticipated:

Option Period	Dates
1	September 15, 2018 – September 14, 2019
2	September 15, 2019 – September 14, 2020
3	September 15, 2020 – September 14, 2021
4	September 15, 2021 – September 14, 2022

Discuss plans and procedures for continuing and providing the same services indicated in the Statement of Work beyond the contract base period of one year. To address this option, offerors should describe the methods and procedures to maintain the operations specified in the Statement of Work beyond the base period, including retaining or recruiting necessary staff, and maintaining and/or acquiring required equipment and facility space.

2) Option to Extend Services (FAR 52.217-8)

Option Period	Dates
Option to Extend Services (up to 6 Months)	September 15, 2022 – March 14, 2023

Section 8: Other Considerations

This section of the Technical Proposal should document other resources not covered in Sections 1 through 7 above necessary to carry out the Statement of Work, including:

Identify any relevant information not requested elsewhere in the RFP, including a description of any requested supporting documentation.

**Additional Business Proposal Instructions
And Uniform Cost Assumptions
Logistical Support Services**

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

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

Business Proposal – Table of Contents

SECTION 1 – Proposal Cover Sheet (use form NIH 2043 identified in Section J of the solicitation)

SECTION 2 – Cost or Price Support

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

SECTION 3 – Uniform Cost Assumptions

There are no cost assumptions for the sample Task Order included in the solicitation.

4) Government Furnished Property

- ☐ Government Furnished Property is offered for this acquisition.
- ☒ No Government Furnished Property is offered for this acquisition.
- ☐ The purchase of Government Furnished Property will not be authorized as a direct charge under the resultant contract.

SECTION 4 – Options

Each Option must be budgeted separately within the Business Proposal.

SECTION 5 - Table of Contents for Documentation Required Under Section L of the Solicitation

Refer to Section L of the solicitation for documentation requirements. All relevant documentation should be included in a clearly marked section of the proposal.

ATTACHMENT 1 PACKAGING AND DELIVERY OF THE PROPOSAL

I. Proposal Submission

Submit proposals by e-mail to alice.sobsey@nih.gov

II. General Instructions

A. Creating and Naming Files:

1. Create one PDF file of your Technical Proposal, including all attachments. The Technical Proposal should be created in a PDF format that enables word searches to the maximum extent practicable. Forms and/or documents requiring signature(s) may be scanned, but must be merged into the Technical Proposal PDF file.
2. The Business Proposal must be comprised of the following file:
A PDF of your Business Proposal, with all attachments. The Business Proposal should be created in a PDF format that enables word searches to the maximum extent practicable. Forms and/or documents requiring signature(s) may be scanned and merged into the Business Proposal PDF file.
3. A separate file must be submitted for the Technical Proposal and Business Proposal.
4. Each of the proposals, Technical and Business, must be separate and complete in itself, so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other.
5. **File naming convention:** It is required that the filenames for both your Technical Proposal and Business Proposal include the name of the offeror, the solicitation number, and the type of proposal (i.e., Technical or Business).

Examples:

Technical Proposal: *XYZ Company_NIHAI2012001_Technical.pdf*

Business Proposal: *XYZ Company_NIHAI2012001_Business.pdf*

III. Formatting, Number of Copies, and Page Limitations:

A. Formatting for discs:

1. Proposals shall not include links to internet web site addresses (URLs) or otherwise direct readers to alternate sources of information.
2. Font size must be 10 to 12 points.
3. Spacing should be no more than 15 characters per inch. Within a vertical inch, there must be no more than six lines of text.
4. Margins must be at least one-inch on each edge of the paper.
5. Failure to adhere to the formatting requirements above may impact whether your proposal is reviewed in entirety.

B. Number of copies and applicable page limitations:

1. Total page count does not include: Title and Back Page; Table of Contents; Section Dividers that do not contain information other than title of Section.
2. Pages in excess of this limitation will be removed from the proposal and not considered.

Number of Copies and Applicable Page Limitations

Document	Page Limits
Technical Proposal	Not to Exceed 50 pages (inclusive of all Attachments)
Business Proposal	N/A

~~3f5SZ~~ WFS**PROPOSAL INTENT RESPONSE SHEET****RFP-NIHAO20170616****RFP Title: Logistic Support Services**

Please review the attached Request for Proposal. Furnish the information requested below by August 4, 2017 and e-mail this page to alice.sobsey@nih.gov. Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

☐ DO INTEND TO SUBMIT A PROPOSAL

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

Company/Institution Name (print): _____

Address (print): _____

Project Director's Name (print): _____

Title (print): _____

Signature/Date: _____

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

Business Representative Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

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

(Continue list on a separate page if necessary)

RETURN VIA E-MAIL TO:

Attn: Alice Sobsey

RFP—NIHAO201700080

Email: alice.sobsey@nih.gov

Attachment 3
Statement of Work (SOW)
Logistical Support Services

1. BACKGROUND AND INTRODUCTION

To achieve the NIAID's goals of facilitating research and improving methods for the prevention, diagnosis, and treatment of infectious and immune mediated diseases; and to assist in the dissemination of research results, NIAID requires diverse administrative and logistical support. Due to the dynamic nature of the work conducted by the NIAID, it is necessary to have a support mechanism in place that is flexible, responsive, and timely to accommodate changing priorities. Additionally, changes in public health priorities, Congressional emphasis, and changes resulting from ongoing research will impact the administrative and logistical support needs of the institute. In some areas of required logistical support, it is not possible to anticipate the exact work that will be required by the contractor each year. The technical requirements outlined below reflect those unknowns as there are base requirements as well as indefinite delivery/indefinite quantity contract task areas.

2. SCOPE

The contractor will be asked to perform a variety of logistical support services within the following general support areas:

1. Meeting and Conference Support
2. Operational Logistics Support

This IDIQ shall be administered and used primarily to support NIAID initiatives. However, other NIH programs may initiate Task Orders under this IDIQ as necessary to help accomplish their mission.

3. TECHNICAL REQUIREMENTS

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

3.1 Task Order Areas:

Work required within the following task areas will be issued to the contractors via task orders. Each task order will provide the specific details and requirements necessary for completion of the work.

3.1.1 Task Area I: Meeting and Conference Support

Develop Conference Plans and Policies: The rapid expansion and evolving nature of infectious and immune-mediated diseases related research necessitates holding a wide range of domestic and international meetings and conferences each year. The contractor will receive task orders which describe the specific conference or meeting which requires

Attachment 3
Statement of Work (SOW)
Logistical Support Services

contractor support. In coordination with the Contracting Officer's Representative (COR) and Task Order Leader (TL), the contractor will review the task request, identify requirements, identify appropriate pre-meeting materials and produce necessary planning documents and timelines. The contractor shall determine staffing needs to achieve program objectives, which may include identifying outside consultants or subcontractors. The contractor shall participate in frequent and necessary planning meetings with the COR and TL.

The contractor shall provide the following as required per individual task orders:

1. Drafts of all technical meeting materials with minimum errors (no more than three) for review by the COR and TL. After review and feedback by NIAID staff, the Contractor shall prepare final technical materials and produce sufficient copies for the conference/meeting participants.
2. Pre-meeting materials such as notebooks and background briefing materials. It is estimated that there will be 3-4 pre-meeting notebooks prepared, varying from 50-200 pages each.
3. A quality tape-recording system and a meeting reporter to ensure the preparation of high-quality transcripts.
4. Secretarial support at meetings to type, proofread, and copy materials from one session for discussion at following sessions.
5. Prepare meeting minutes for all meetings, including weekly planning meetings, action items, summaries or proceedings, which may be highly scientific and narrowly focused or address broad areas of NIAID research, in final publishing form.

A) Planning, Technical, and Logistical Support: It is estimated that support services will be required domestic and international scientific meetings, conferences, and workshops per year. The contractor shall provide the following as required:

1. Assistance in Selecting Participants:
 - (a) For all meetings and conferences, the COR or TL will provide the contractor with a list of potential participants.
 - (b) Final selection of the conference participants shall be made by the COR. The Contractor shall contact all potential participants and determine availability for participation. The Contractor shall provide the COR with a list of conference attendees: names, titles, organizations, addresses, and telephone numbers.
2. Site Selection and Reservation:
 - (a) The Contractor shall arrange for and reserve meeting space at the NIH, if available and suitable, to meet the requirements for each meeting.
 - (b) In the event NIH space is not available or suitable, the Contractor shall recommend a number of site/facility combinations in the Washington D.C. metropolitan area, preferably within a 10-mile radius of the main NIH campus in

Attachment 3
Statement of Work (SOW)
Logistical Support Services

Bethesda, MD. In selecting meeting site other than NIH, the Contractor shall provide the COR/TL at least three (3) possible sites for lodging and/or meeting space. The Contractor shall provide appropriate cost comparisons when submitting recommendations to the COR for selecting hotel and meeting space. The contractor will select hotels that will provide meeting rooms free-of-charge, and that will set aside a block of rooms for attendees at preferred rates. Other considerations in recommending a meeting site shall include:

- (1) accessibility and convenience to transportation and parking;
 - (2) adequate number of meeting, breakout, and sleeping rooms available on desired dates;
 - (3) meeting rooms adequate in terms of size, lighting, ventilation, and locations;
 - (4) meeting rooms and some sleeping rooms that meet Federal requirements for accessibility to handicapped participants; and
 - (5) a restaurant or catering capability available to handle the expected number of participants
- (c) For meetings not held at NIH or in the Washington D.C. metropolitan area, the Contractor shall submit to the COR three (3) site selection recommendations, along with cost comparisons for the meeting location as specified by the COR in accordance with the considerations listed in (b) above.
- (d) Following selection and approval of the meeting site by the COR the Contractor shall negotiate a contract with the selected facility that will provide the best value to the government in meeting the requirements of the NIAID meeting/conference mission.
- (e) Ensure adequate parking and make parking arrangements for all meetings or conferences at the NIH or at other selected sites.
- (f) The contractor shall assure that meeting space is handicapped accessible in accordance with the Americans with Disabilities Act (ADA).
3. Meeting Participant Communication and Travel:
- (a) Provide to eligible meeting participants, as identified by the COR, and honorarium and reimbursement for travel and per diem expenses (allowed by the Government travel regulations), including economy airfare, train fare, or the Government's mileage rate for travel by automobile.
 - (b) Prepare all necessary paperwork associated with meeting participant reimbursement procedures, and develop reimbursement procedures for use by meeting participants identified by the COR as eligible for honorarium, travel, and per diem expenses. These services may also be provided when NIAID reimburses for honorarium, travel, and per diem expenses. Honorarium, travel, and per diem will be provided for non-government participants at NIAID meetings.
 - (c) The contractor shall electronically contact participants to inform them of, and later confirm, each meeting's location and dates, and to secure the necessary

Attachment 3
Statement of Work (SOW)
Logistical Support Services

paperwork to confirm their participation, travel dates, and needed accommodations. The contractor shall provide participants with travel confirmations no later than 7-days prior to the meeting start date including airfare, ground transportation and/or hotel reservation.

- (d) The contractor shall regularly and systematically remind non-registered attendees to register, without sending reminders to those participants who have already registered.
- (e) The contractor shall maintain and be able to report to the COR the number of attendees registered for an upcoming meeting from previous meetings and be able to search for specific participants and participant categories.
- (f) The contractor shall use the latest technology, such as individual bar coding, to expedite the registration process for meetings with 200 or more attendees.
- (g) The contractor shall provide sign language interpreters if applicable.
- (h) The contractor shall provide post-conference services including fiscal management, public relations, preparation and submission of the conference proceedings/summaries, and the mailing of thank you letters to the conference speakers.
- (i) According to the timetable established for the specific meeting task order, the contractor shall prepare, reproduce, and distribute to the attendees by mail prior to the meeting necessary advance materials to include but not limited to: letter of invitation; agenda; itineraries; travel guide information including directions and maps from local airports and points of interest, subway information, parking, taxi fares, limousine service information, and hotel reservation information including addresses, telephone numbers, and rates for suggested hotels; briefing materials; pamphlets; and other background materials provided by the NIAID. The contractor shall draft the letter of invitation and agenda and provide all other related materials. Drafts of necessary advance materials shall require approval by the task leader or project officer prior to mailing. The contractor shall confirm receipt by attendees of advance materials prior to meeting.
- (j) For meetings requiring presentations by participants, the contractor shall prepare and distribute to presenters (selected by NIAID) a schedule and instructions for preparing and submitting presentations, manuscripts, and reports. The contractor shall coordinate and confirm receipt of these materials, manuscripts, and reports and submit to the COR for review according to the timetable established for the specific meeting task order.

Attachment 3
Statement of Work (SOW)
Logistical Support Services

4. Meeting Room Arrangements

- (a) Arrange for the set-up of meeting rooms, including breakout rooms if required, accounting for details including audio visual equipment, the number and arrangement of chairs and tables, meeting breaks, light refreshments, meals, etc.
- (b) Meet with appropriate hotel staff prior to the meeting to review the requirements for the meeting room arrangements and to ensure that all needs are met.
- (c) Provide, as requested by the COR and the Contracting Officer (CO), a meeting room coordinator who shall attend specified meetings and provide meeting support services to include: set-up of tables, name cards, arrangements of visual aids; provision of pencils, pens, writing pads; ensure availability of grease pens, markers, chalk, flipcharts, blackboards, pointers, etc.; scheduled coffee breaks; and operation of audiovisual equipment.
- (d) Provide, as requested by the COR/CO, audiovisual equipment (such as slide projectors, overhead projectors, etc.) This can be acquired through the conference facility or from the contractor's own equipment. However, the contractor should utilize whichever method is the most economical for the government. The contractor shall have back-up should the primary equipment malfunction. NIAID will not provide funds for the purchase, lease, or maintenance of contractor property.
- (e) Investigate and resolve hotel/meeting reservation confirmation issues.
- (f) Ensure that attrition charges are not incurred.

5. Registration Fees and Materials

- (a) Provide for the charge and collection of participant registration fees, if appropriate, appropriate meeting costs. The amount and procedures for collection of conference registration fees are subject to COR and CO approval and shall be established in the specific meeting task order proposal.
- (b) Provide registration materials and services to include: name tags, programs, schedules and background materials. Registration materials shall be organized in folders or binders.
- (c) Arrange for or provide a registration desk and message center services and staff.

B) Graphics Support:

The contractor shall provide graphic, design, and production for all meeting and conference support materials, including but not limited to conference posters, banner displays, pamphlets, brochures, folders, signage, and abstract books.

The contractor's graphics software must be compatible with NIAID graphics software, unless specifically accepted by the COR.

Attachment 3
Statement of Work (SOW)
Logistical Support Services

- C) Inventory of Meeting Materials: The contractor shall maintain an inventory of meeting materials as needed for the NIAID contract. The contractor shall develop a shipment record which will be completed as the contractor receives materials. This form will include the name of the item, the item number assigned, the quantity received, the location of the item and the condition upon receipt. The contractor shall provide a report of each material usage, to include but not limited to, the item name and number, purpose for use, quantity and dates of removal. The contractor will provide a report twice a year of all materials in inventory.

3.3 Reporting Requirements

A) Task Work Plan

This plan will have a detailed description of the requirements for each task with a timeline to complete the task requirements. It establishes all necessary action items per event, identifies all party's responsibilities and provides a completion date. Identifies back-up solutions for unexpected delays. A copy of the Task Work Plan shall be provided to the COR and the CO. The reports shall be delivered no later than five-working days after the task kick-off meeting.

B) Task Summary Report

A copy of the Task Work Plan shall be provided to the COR and the CO. The reports shall be delivered no later than 10-working days after task completion.

C) Weekly Planning Meeting Report (i.e. meeting minutes, status of action items, cost estimates).

The Weekly Planning Meeting Report will detail meeting minutes, status of action items, and cost estimates. A copy of the Weekly Planning Meeting Report shall be provided to the COR and CO. The reports shall be delivered no later than 2-working days after the weekly planning meeting.

D) Draft Invitation Letter to Invited Participants

A copy of the Draft Invitation Letter to Invited Participant shall be provided to the COR and the CO. The report shall be delivered no later than 8-working weeks prior to event start date. The COR and program staff will review the draft Invitation Letter and provide comments to the Contractor within 1-calendar day of receipt of the draft Invitation Letter.

E) Draft Logistics Letter

A copy of the Draft Logistics Letter to Confirmed Meeting participants (Includes hotel confirmation, flight schedules, meeting specifications, reimbursement details, forms &

Attachment 3
Statement of Work (SOW)
Logistical Support Services

instructions) The report shall be delivered no later than 2-working weeks prior to event start date. The COR and program staff will review the draft Logistics Letter and provide comments to the Contractor within 2-calendar day of receipt of the draft Logistics Letter.

F) Draft Reimbursement/Thank You Letter to Event Participants

Draft Reimbursement/Thank You Letter to Event Participants shall be provided to the COR and the CO. The report shall be delivered no later than 2-working weeks prior to event start date. The COR and program staff will review the draft Reimbursement/Thank You Letter and provide comments to the Contractor within 4-calendar day of receipt of the draft Reimbursement/Thank You Letter.

G) Draft Abstract Book

Draft Abstract Book shall be provided to the COR and the CO. The report shall be delivered no later than 5 - 10 working days prior to the event start date. The COR and program staff will review the draft Abstract Book and provide comments to the Contractor within 3-calendar days of receipt of the draft Abstract Book.

H) Draft of all Meeting Materials

Draft of all Meeting Materials (i.e. Participant Notebooks) shall be provided to the COR and the CO. The report shall be delivered no later than 6-working weeks prior to event start date. The Contracting Officer's Representative and the program staff will review the draft Meeting Materials and provide comments to the Contractor within 3-calendar days of receipt of the draft Meeting Materials.

I) Technical Progress Reports

The Technical Progress Reports shall be provided to the COR and the CO. The report shall be delivered the first week of every month.

J) Annual Reports

The Contractor shall prepare an annual summary of information requested by the COR. Annual Reports shall be provided to the COR and the CO. The report shall be delivered 15-working days after the Contract's anniversary date.

K) Final Report

This report is to include a summation of the work performed and the results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved.

Final Reports shall be provided to the COR and the CO. The report shall be delivered 15 working days after the completion date of contract.

Attachment 3
Statement of Work (SOW)
Logistical Support Services

Reporting Schedule

	<u>Deliverable</u>	<u>Frequency</u>	<u>Format</u>	<u>Submit To</u>
A)	Task Work Plan	5-working days after kick-off meeting	Electronic	COR/CO
B)	Task Summary Report	10-working days after task completion	Electronic	COR/CO
C)	Weekly Planning Meeting Report	2-days after weekly planning meeting	Electronic	COR/CO
D)	Draft Invitation Letter	8-working-weeks prior event start date	Electronic	COR/CO
E)	Draft Logistics Letter	2-working weeks prior to event start date	Electronic	COR/CO
F)	Draft Reimbursement/Thank You Letter	2-working weeks prior to event start date	Electronic	COR/CO
G)	Draft Abstract Book	6-working weeks prior to event start date	Electronic	COR/CO
H)	Draft of all Meeting Materials	5 - 10 working days prior to event start date	Electronic	COR/CO
I)	Final Reimbursement Costs	30-working days after task completion	Electronic	COR/CO
J)	Technical Progress Reports	First week of every month	Electronic	COR/CO
K)	Annual Reports	15-days after the Contract's anniversary date	Electronic	COR/CO
L)	Final Report	15-days after completion date of contract	Electronic	COR/CO

4. Option(s)

In addition to the services/quantities outlined above to be provided for the base requirement, Options(s) for additional services/quantities under the contract may be exercised at the discretion of the Government and are defined as follows:

Option 1-5: Extend the Term of the Contract: The Government may include options to extend the period of performance. The total period of performance resulting from the base period plus all potential Term Options is 5 years. If Options 2 through 5 are exercised, the services required will be the same as provided during the base year.

Sample Task Order
Logistical Support Services

NOTE: The following **Sample Task Order** indicated in this Attachment is provided to assess the Offeror's capabilities to conduct and fulfill the requirements of the Statement of Work for projects of similar scope and size to be issued under a contract awarded in response to this solicitation. Although the Sample Task Order will NOT be executed nor will awards be made for the Sample Task Order, Offerors are to include in their proposals a response that specifies the methods by which the Sample Task Order will be accomplished and the project management plan, with associated costs. Offerors should refer to the Additional Technical Proposal Instructions and Additional Business Proposal Instructions for guidance regarding preparation of their proposals.

CONTRACT TASK ORDER FORM

Contractor: TBD Task order Title: 1st Annual NIAID Conference on Avian Influenza

Contract No: HHSN272201709999I

Task order No: 1 Modification No.: Task order Originator: Dr. NIAID

Contracted Task Area: Conference Support Services Date Prepared: 10/15/2017

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Part I. INITIATOR'S REQUEST

A. General Information

1. Event Title: 1st Annual NIAID Conference on Avian Influenza
2. Dates of Event: January 10 – 12, 2018
3. Location: Beijing, China
4. Number of Attendees: 100

B. Task Description

This NIH-sponsored event will be held on January 10 -12, 2018 in Beijing, China. The purpose of this event is to provide a forum for the discussion of vaccines and diagnostics, risk assessment, control strategies, and recent avian influenza outbreaks.

The contractor will be required to provide conference support services for the 1st Annual NIAID Conference on Avian Influenza. Specifically, the contractor will be required to secure an appropriate venue for the event, plan all conference logistics including lodging arrangements,, conference set-up, provide travel planning support for attendees, and provide support for the creation and distribution of all meeting materials and graphics. Specific conference requirements are outlined below.

1. Site Selection and Lodging: The contractor is responsible for securing an appropriate conference facility and lodging arrangements for 100 attendees. It is the preference of the government that

Attachment 4
Sample Task Order
Logistical Support Services

lodging for all attendees be available at the conference location. Lodging arrangements will be required for 4 nights per person.

The conference facility must be able to accommodate the following meeting room arrangements for each day of the conference:

- a. One Plenary room to accommodate 100 people in rounds or classroom set-up.
 - b. Three Breakout session rooms to accommodate up to 40 people each in a classroom set-up.
2. Transportation and Travel: Air transport will be required for 50 meeting participants. Of those participants, 40 will be traveling from the D.C. Metropolitan area and 10 will be traveling from varying areas in Asia.

Lodging and Per Diem reimbursements will be required for all 50 of these meeting participants.

3. Online Registration: An online registration mechanism is required for this conference. Participants should be able to easily register for the event, obtain details regarding the event, and submit any special requests such as special dietary needs. The mechanism shall also be able to send email confirmations, reminders, and generate reports such as participant lists, registration reports, etc.
4. Meeting Materials: The following pre-meeting and meeting materials are required for this event:
- a. Welcome Letter to be sent to all participants (**a draft of this letter should be provided with your proposal**).
 - b. Hotel, travel, and ground transportation reimbursement form (**a draft of this form should be provided with your proposal**).
 - c. Meeting Packet: The contents of this packet will be provided by the government. All reproduction and distribution of materials will be the responsibility of the contractor. The meeting packet will contain approximately 25 pages and 120 copies will be required. The meeting packet will be distributed to participants and speakers upon arrival at the conference.
5. Graphics Support: The following graphics support is required for this event:
- a. Directional Signs (5)
 - b. Badges (one for each registered participant)
 - c. Cover for the Packet (**a draft cover should be provided with your proposal**)
6. A/V Equipment: The following A/V equipment will be required for this event:

Attachment 4
Sample Task Order
Logistical Support Services

Equipment	Number Needed	Days Needed
Podium Microphone	1	Days 1-3
Lavaliere	2	Days 1-3
LCD Projector / Screen	4	Days 1 and 2
Laptop	4	Days 1 and 2
Flip Charts/Markers	10	Day 3

C. Proposal

All offerors must submit a technical and cost proposal for the completion of this meeting support task order. The technical proposal should provide sufficient information regarding the methodology and approach for completion of all requirements of this task order. The proposal should include information regarding how the project will be organized, staffed, and managed in order to the technical proposal should also include the sample letters and graphics specified above.

The cost proposal should provide a realistic estimate of the total cost to complete the task. This proposal should be a cost-plus-award fee proposal. The proposal should include estimated costs for direct labor, fringe benefits, travel, materials, other direct costs, and indirect costs. In addition, the proposal should include the proposed base and award fee totals. These totals should be based on a percentage of the direct cost pool.

D. Due Date: __10/1/2017__

CONTRACT TASK ORDER RESPONSE FORM

Contractor: _____

Contract No: _____

Task order No: _____ Modification No: _____

Date Prepared: _____

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PART II. CONTRACTOR'S RESPONSE TO TASK ORDER. REQUEST

(The Contractor may attach additional sheets to this form to present requested data.)

A. Estimated Cost and Effort

1. Labor hours - list task order leader, specific individuals to be assigned, labor category, and estimated hours for each.
2. Labor costs - list by labor category and total.

Attachment 4
Sample Task Order
Logistical Support Services

3. Employee benefits.
 4. Direct materials
 5. Travel
 6. Subcontracts
 7. Other direct costs
 8. Indirect costs
 9. Total estimated costs for this Order
- B. Detailed description of the approach to be used and of the deliverable(s). (Be specific.)