

Statement of Work

Patent Legal Services

National Institutes of Health

Technology Transfer Centers

RFP No. NIH-OD-OLAO-OA-(PLS)-2019

December 27, 2018

This Statement of Work (SOW) sets forth the requirements for patent legal services to be used by the National Institutes of Health, an agency of the United States Government under the Department of Health and Human Services.

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I. INTRODUCTION/OVERVIEW

The National Institutes of Health (NIH) is seeking law firms to provide patent-related legal services in the areas of Biotechnology, Chemistry, Mechanical Engineering, and Software. Technology Transfer is the infrastructure within the NIH that is responsible for facilitating the transfer of knowledge, discoveries and technologies out to the rest of the world in a manner that gives benefit to the public health, recognizes a return on the Nation's investment in biomedical research, and complies with the relevant statutes, regulations and policies. Through certain aspects of its Technology Transfer enterprise, the Federal Government strives where appropriate to transfer federally owned or originated technology to the private sector for commercial development and to researchers for the continued advancement of science and the NIH's mission. It is the Public Health Service's policy to coordinate its technology transfer activities among and within its Agencies consistent with its mission and responsibilities pursuant to the Federal Technology Transfer Act of 1986, as amended.

The Secretary of the Department of HHS has designated the NIH as the lead agency for technology transfer and intellectual property (IP) matters for HHS including the patenting and licensing of Government inventions and discoveries.

I.1 BACKGROUND

NIH's mission is to seek fundamental knowledge about the nature and behavior of living systems and the application of that knowledge to improve human health, extend life, and reduce illness and disability. The NIH comprises twenty-seven (27) separate Institutes and Centers that support both extramural and intramural programs. Pursuant to the Federal Technology Transfer Act (FTTA) of 1986, the NIH established a significant technology transfer program that includes the management, patenting, and licensing of inventions with commercial potential originating from research conducted at said intramural research programs. NIH expects to file about 200-300 patent applications each year. NIH's current active patent prosecution docket is more than two thousand and five hundred (2,500) cases. Inventions for which NIH seeks patent protection are generally biological or medical in nature.

I.2 SCOPE

The NIH currently contracts for patent-related legal services, which will expire in 2019. The patent-related legal services solicited will service the needs in pursuing patent protection for some inventions and may also include ancillary intellectual property related services for NIH and CDC.

I.3 OBJECTIVES

The objective is to obtain the support of highly qualified law firms to provide a full-range of patent-legal services to the Offices of Technology Transfer at the NIH and CDC in the areas of Biotechnology, chemistry, Mechanical Engineering, and Software.

II. CATEGORIES OF TECHNOLOGY SERVICES AND OTHER TASK AREAS

- II.1 The following are the four (4) categories of technology prosecution that contractors shall perform, upon request, during the course of the contract:
- II.1.1 **BIOTECHNOLOGY:** may include, for example, biochemistry, molecular biology, nanotechnology as it affects biological systems, diagnostics, therapeutics, cell biology, genetics/genomics/epigenetics, proteomics, recombinant technology, gene editing, anatomy and physiology, immunology, and vaccines.
 - II.1.2 **CHEMISTRY:** may include, for example, organic small molecules, inorganic molecules, analytics, nanotechnology, conjugation, formulations, processes and pharmaceutical formulations and compounding, and imaging agents.
 - II.1.3 **MECHANICAL ENGINEERING:** may include, for example, laboratory research instrumentation, clinical/surgical devices, systems, machines, microscopy, optics, medical devices, microfluidics, nanodevices, occupational safety devices, environmental sensors, mining equipment, and electrical devices..
 - II.1.4 **SOFTWARE:** may include, for example, bioinformatics, health information technology, cloud computing and data processing, database technology, systems integration, algorithms as they relate to data processing, imaging technology, image processing, artificial intelligence, and machine/iterative learning.
- II.2 Contractors performing tasks to fulfill patent-related services requirements shall comply, as required, with U.S. law under Title 35 of the United States Code, Volume 37 of the Code of Federal Regulations, and per the instructions set forth in the Manual of Patent Examining Procedure (<https://www.uspto.gov/web/offices/pac/mpep/index.html>), and law of any country or territory where patent protection is sought by themselves or through a foreign associate subcontractor. Contractors shall perform an initial conflict-of-interest determination for each matter. Contractors will follow specific instructions provided by NIH for individual activities, which are described in exemplary detail below.
- II.3 Patent Search Services: The Contractor shall provide patent search services to include, without limitation:
- II.3.1 Prepare draft claim sets, including broad claims used to perform the initial patentability search or distinguish the invention from any potential prior art found.

- II.3.2 Perform patent search and evaluation of relevant business, scientific and patent publications and indicate to NIH the documents of potential relevance.
 - a) Searches may include a review of specified databases, such as world patent databases (e.g. Google Patent Thomson BIOSIS or DERWENT WPI) and small molecule databases (e.g. Beilstein).
- II.3.3 Conduct infringement and validity searches, and
- II.3.4 Conduct necessary and appropriate research of applicable patent law, other legal research and preparation of legal memoranda to present the foregoing evaluations.
- II.4 Opinions: The Contractor shall provide comprehensive and complete analysis of NIH's invention in view of other prior art. Analysis should result in a detailed patentability opinion for the NIH Technology Categories. Representative activities related to Patent Opinions include but are not limited to the following:
 - II.4.1 Patentability opinions;
 - II.4.2 Clearance opinions;
 - II.4.3 Validity opinions;
 - II.4.4 Invalidity opinions;
 - II.4.5 Infringement opinions;
 - II.4.6 Non-infringement opinions;
 - II.4.7 Inventorship opinions (on a claim-by-claim basis); and
 - II.4.8 Freedom to operate opinions.
- II.5 Inventorship Analyses: Upon request, Contractors shall conduct an inventorship analysis under which the contributions of all purported co-inventors are analyzed in view of their contribution(s) to a claim as filed or any hypothetical claims for the invention generally, if a patent application does not yet exist. Interviews with individual purported inventors should be conducted as needed, with approval of the NIH Technical Representative. NIH will be the final arbiter of inventorship should disputes between purported inventors arise.
- II.6 Patent Application Preparation and Filing: Contractors shall assign a case to the appropriate members of their personnel approved to work on the contract and shall work in close coordination with NIH Technical Representatives. The Contractor shall undertake appropriate actions to accomplish the requested task. These actions may

include analyzing the EIR and any relevant background literature or publications and supporting data or figures concurrently submitted to produce a draft set of claims to be sent to NIH for review and comment; analyzing patent eligibility issues in view of controlling case law; and analyzing impact of any prior disclosures of the invention on patentability in view of U.S. and foreign laws. After initial review and discussions with the NIH Technical Representative and at least one inventor, the Contractor may be asked to provide a patentability opinion. The Contractor shall draft a patent application, prepare figures, illustrations or drawings (as required), source code listings (as required), sequence listings (as required), and claims according to Patent Office requirements. Claims and specification details will be discussed with the inventors and NIH Technical Representative.

- II.6.1 Contractors shall contact the inventor(s) and NIH Technical Representative prior to starting to draft of a patent application and discuss strategy and clarify any substantive issues relating to understanding the invention and the scope of optimal protection.
- II.6.2 Deadlines for providing patent application drafts will be specified in the TORFQ and can be adjusted ad hoc as befits each case after discussions and with the approval of the NIH Technical Representative.
- II.6.3 The number of claims and claim scope shall be discussed with the NIH Technical Representative and inventor prior to drafting. Contractor should take care in drafting claims of interest to NIH, and pursuant to NIH patent policy, intended to incentivize licensing for the purposes of product development and commercialization.
- II.6.4 Figures, illustrations, chemical structures, sequence and source code listings, may be prepared either in-house or using subcontractors as is typical in patent prosecution practice. The Contractor shall be responsible for the accuracy and quality of any work product produced by its subcontractor.
- II.6.5 All relevant priority documents or parent filing information shall be included in the specification of the patent application, as necessary.
- II.6.6 Upon approval of a final draft by the NIH Technical Representative, the Contractor shall file applications in accordance with electronic filing systems, where available, unless otherwise preapproved by the NIH Technical Representative.
- II.6.7 Subsequent filings claiming priority to previous filings may, if appropriate, include any updates provided from the inventor. NIH Technical Representative will discuss issues of new matter with the Contractor should updates from inventors necessitate new filing strategies.
- II.6.8 Declarations, Powers of Attorney, and Assignments (including those for third-party co-owners): Contractors shall be responsible for preparing various legal

documents related to perfecting patent rights and required by Patent Offices. Contractors shall contact the inventors, NIH Technical Representative and other required persons as instructed to coordinate the preparation, execution and filing of these documents.

- II.7 Patent Prosecution: Contractor shall report correspondence from Patent Offices to NIH electronically. NIH will issue new Task Orders or sets of instructions under existing Task Orders to Contractors for responding to Patent Office notices or actions.
- II.7.1 Contractors may be instructed to request Examiner interviews for all BIOTECHNOLOGY and CHEMISTRY cases that are identified by the NIH Technical Representatives or COR to have significant prior art issues or which have a high probability of obtaining a first action allowance before issuance of the first office action, and preferably within six (6) months of filing a non-provisional patent application or entering the national stage of prosecution in the US.
- II.7.2 Contractors shall respond to Patent Office actions or notices by the shortened statutory time periods prescribed under the law to minimize NIH patent prosecution costs and, where applicable, to minimize the reduction of accumulated patent term adjustment. Extensions of time and possible fees associated with responses to Patent Office actions or notices shall be arranged with the NIH Technical Representative in advance. After a Task Order or corresponding set of instructions is issued, extensions of time must be agreed to with the NIH Technical Representative at least ten (10) business days prior to the due date of the action, otherwise the Contractor will bear the cost of the extension.
- a) If (1) a Task Ordering Official or a NIH Technical Representative has not responded to the firm's request to take an extension of time, (2) the extension of time is necessary to avoid abandonment of the patent application, and (3) it is within three business days of the non-extendable statutory deadline to file a response, the firm is authorized to take the extension of time and to file documents necessary to avoid loss of NIH's intellectual property rights at minimal expense to NIH. Such documents include, depending on the status of prosecution, filing a continuation application, a Notice of Appeal, or a Request for Continued Examination.
- II.7.3 NIH Technical Representatives will have at least ten (10) business days prior to the deadline to review and approve responses to office actions or notices for any action due. Any extensions of time not approved at least ten (10) business days prior to the due date of a response shall be incurred at the expense of the Contractor.
- II.7.4 The Contractor shall bring unelected or withdrawn subject matter to the attention of the lead inventor and the NIH Technical Representative and advise on the availability of rights in said unelected subject matter in view of the

prosecution history. The Contractor shall provide their opinion on the value of pursuing said unelected subject matter or for argument for rejoinder.

- a) Contractors will advise the NIH Technical Representative of the option to file reissue applications within three (3) months of the deadline. Per the legally required duty of disclosure, the NIH or the Contractor shall advise the other anytime information is identified that should be brought to the attention of a Patent Office in an Information Disclosure Statement or foreign equivalent thereof.

II.8 Patent Maintenance. Contractor shall pay and manage maintenance/annuity-related fees for patent applications and issued patents in foreign countries, as instructed if necessary. Note, the NIH may have a contract with a separate maintenance fee management company for tracking and paying maintenance fees and annuities. Either way, the Contractor shall forward any correspondence related to maintenance or annuity to the NIH.

III. REQUIREMENTS FOR PATENT LEGAL SERVICES

- III.1 Patent legal services for each technology category identified in this statement of work may include but not be limited to:
- III.1.1 Patentability searches and opinions,
 - III.1.2 Advice on patent filing and prosecution strategies,
 - III.1.3 Inventorship determinations,
 - III.1.4 Claim interpretation, validity analyses, infringement analyses, and freedom-to-operate analyses,
 - III.1.5 Patent application drafting, preparation, and filing worldwide:
 - a) U.S. provisional patent applications,
 - b) International Applications under the Patent Cooperation Treaty (PCT),
 - c) National stage applications (countries will be specified),
 - i) Validation and translation,
 - d) U.S. non-provisional patent applications and/or foreign patent applications, including national applications in countries that are not signatories to the Patent Cooperation Treaty,
 - e) Divisional applications,
 - f) Continuation applications, and
 - g) Continuation-in-part applications.

III.1.6 Patent Prosecution (worldwide):

- a) Obtaining and recording declaration signatures from inventors and assignees,
- b) Obtaining and recording assignments from inventors with notarization as required,
- c) Obtaining and recording foreign and U.S. powers of attorney from NIH Technical Representatives (TBD) as designated by each IC,
- d) Preparing and filing information disclosure statements,
- e) Preparing and filing responses to notices and communications,
- f) Preparing and filing responses to restriction requirements and unity of invention objections,
- g) Preparing and filing responses to office actions,
- h) Preparing and filing petitions,
- i) Preparing and filing appeals,
- j) Preparing and filing responses to PCT correspondence and notices,
- k) Payment of maintenance, annuity and issue fees, when requested, and related correspondence,
- l) Post allowance reviews, including patent term adjustments,
- m) Correction of issued patents, and
- n) Tracking maintenance fees for the payment of maintenance fees.

III.1.7 Contentious proceedings (worldwide): From time-to-time, the NIH either initiates or finds itself a party to contentious proceedings which include litigious matters. It is understood that some of the actions listed hereunder are new to U.S. patent practice as of the Leahy–Smith America Invents Act of 2011 (AIA).

- a) Matters handled before the appropriate bodies within the patent offices, including the Patent Trial and Appeal Board (PTAB) under pre-AIA and under current patent law, the America Invents Act (AIA), non-limiting examples of such matters and their foreign equivalents, as applicable, including:
 - i *inter partes* reviews, post-grant reviews, and covered business method patent reviews,
 - ii derivation proceedings,
 - iii appeals from adverse Examiner decisions in patent applications and reexamination proceedings,
 - iv interferences, their successor embodiments, and
 - v Oppositions (worldwide),
 - vi Protests,
 - vii *Ex parte* reexaminations, and
 - viii Litigation support.

- b) As an agency of the United States Government NIH is subject to the jurisdiction of Federal Courts, per Article III of the United States Constitution, wherein NIH might appeal of adverse decisions of PTAB or otherwise be a party to a litigation to which such Courts have subject matter jurisdiction and/or personal jurisdiction over the Government. Appeals matters from the PTAB will be handled through the Department of Justice as appellate review of such decisions are the subject matter jurisdiction of the U.S. Court of Appeals for the Federal Circuit and the United States Supreme Court. As a requirement of this contract, Contractors may be asked to

provide litigation support for such proceedings and coordinate with the Department of Justice. Contractors may be required to provide litigation support services that may include opinion work, fact gathering and discovery when the U.S. Government is a party to a litigation in a Court that has jurisdiction over it.

- c) Contractors with a primary specialization in patent prosecution may handle or may be asked by NIH to handle such contentious proceedings or litigation support matters. Offerors with excellent skills in patent prosecution, but who may not have experience in contentious proceedings are strongly encouraged to apply for the contract since NIH deems the requirement for Contentious Proceedings to be ancillary to the primary requirements of the contract and would occur on an ad hoc basis.

III.1.8 Patent licensing consultation:

- a) contractual legal issues and interpretation (formation, performance, termination, remedies, liquidation, penalties and enforcement),
- b) license valuation, and
- c) market analysis.

Services rendered under this requirement shall be used in conjunction with advice received from NIH's Office of the General Counsel.

- III.2 NIH does not require Contractors to represent the U.S. Government in infringement or invalidity litigation. All matters involving the enforcement of patent rights in which U.S. Government has title are handled internally or by the United States Department of Justice unless otherwise specified by U.S. law. However, Contractors may be required to provide litigation support services that may include opinion work, fact gathering, due diligence investigations, and discovery when the U.S. Government is a party to a litigation.
- III.3 Contractors and their foreign associate subcontractors shall have relevant secured computer systems and procedures in place to enable electronically filing all required correspondence with Patent Offices including electronic signatures, throughout the duration of this contract. Contractors shall have practices for updating software required to affect such electronic filings. Paper correspondence is only to be used when U.S. or foreign jurisdictions provide Letters Patent or required documents with original ink signatures. Contractors and their foreign associate subcontractors shall demonstrate proficiency using modern word processing and portable document format software, and specifically Microsoft Word and Adobe Acrobat, in ways that generate documents that are easily navigable and searchable.

- III.4 Resources to Facilitate Electronic Communications and Filing: Contractor shall use automation and electronic filing means and describe the uses of the same portals in their Technical Approach and Capability in meeting client demands, maintaining quality control, facilitating communications, minimizing expenses, and maintaining confidentiality. Contractors shall also provide explanations regarding redundancies and safeguards to address such things as confidentiality and emergency provisions (e.g., electronic outages, data breaches).

IV. DELIVERABLES

IV.1 Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

IV.2 Master Contract Deliverables:

Item	Quantity	Delivery Schedule
(1) Kick-off Meeting	1	TBD
(2) Transition Plan	1	Include w/Technical Proposal See Attachment#10 Transferring Cases
(3) Staff Roster	1	Annually and/or upon request
(4) New Employee Notification	1	30 days prior to employee's start date
(5) System Security Awareness Training	1	Annually
(6) Non-Disclosure Agreements	1	Annually
(7) Annual Technical Report	1	Annually
(8) List of Government Furnished Property	1	Annually
(9) Annual 508 Compliance Report	1	Annually

(10) Small Business Subcontracting Reports ¹ See Article H.4. Subcontracting Provisions

IV.3 The Government will issue individual task orders under a master contract for patent-legal services. Deliverables will be identified and listed under each task order. Below is a breakdown of common deliverables:

IV.4 Task Order Deliverables:

Document	No. of Copies	Deliverable Due
Annuity/Maintenance Fees	Two (2) copies	Quarterly
Papers filed in the U.S. or foreign patent office	Varies (refer to Project Officer)	Within five (5) business days of filing

Official papers and attachments from the USPTO, other patent authorities, and foreign associate counsel	Varies (refer to Project Officer)	Within five (5) business days of their receipt
Final Draft of patent application or official communication from a Patent Office	Varies (refer to Project Officer)	Two (2) weeks in advance of intended filing date

V. LABOR MIX

- V.1 Personnel designated as “attorneys” within the Labor Mix are required to maintain a valid license, be current on their CLE requirement (if applicable), and requisite training, to practice law in accordance with the requirements of the bar associations in the state, district, commonwealth, territory or possession in which they practice and before the United States Patent and Trademark Office (USPTO). Contractors employing foreign attorneys, will ensure similar requirements commensurate in scope with the appropriate licensing body in each country for the practice of patent law.
- V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or patent agents.
- V.3 The following sets forth the *minimum* qualifications required for a person proposed for the labor mix in any of the technology categories. CORs will approve any proposed changes to Contractor Personnel. The minimum qualifications for each labor category in the Personnel are:
- V.3.1 Partner: A current equity or non-equity partner, shareholder, of counsel, or other senior staff member of the Contractor who is (1) a licensed attorney, (2) registered to practice before the USPTO, and (3) who has at least eight (8) years of cumulative patent prosecution experience as a licensed attorney and at least eight (8) years of cumulative experience as a registered practitioner before the USPTO.
- V.3.2 Senior Associate: A licensed attorney registered to practice before the USPTO with a minimum of six (6) years of cumulative experience in patent prosecution as an attorney or patent agent, including a minimum of four (4) years cumulative experience as a licensed attorney.
- V.3.3 Junior Associate: A licensed attorney registered to practice before the USPTO with a minimum of three (3) years cumulative experience in patent prosecution either as an attorney or patent agent. No minimum requirement regarding number of years as licensed attorney.
- V.3.4 Patent Agent: A person registered to practice before the USPTO as a patent agent and having a minimum of three (3) years of cumulative experience as a registered patent agent.
- V.3.5 Case Manager/Paralegal: A person who has at least two (2) years of cumulative experience handling patent application prosecution formalities under the supervision of an attorney or patent agent.
- V.4 Depending on the technology area each Offeror shall specify qualified Personnel who are able to meet a specific labor mix of experience. Failure to do so in response to the RFP will result in an Offeror’s proposal being Unacceptable. Note, this means not only specifying the correct labor mix but also ALL the qualifications and other materials that document the qualifications are met. The minimum required labor mix for each technology area is as follows:

V.5 Minimum labor mix for BIOTECHNOLOGY:

- i Two (2) Partners,
- ii One (1) Senior Associate,
- iii Four (4) Junior Associates or Patent Agents, and
- iv Two (2) Case Managers/Paralegals.

V.6 Minimum labor mix for CHEMISTRY:

- i Two (2) Partners,
- ii One (1) Senior Associate,
- iii Four (4) Junior Associates or Patent Agents, and
- iv Two (2) Case Managers/Paralegals.

V.7 Minimum labor mix for MECHANICAL ENGINEERING:

- i Two (2) Partners,
- ii One (1) Senior Associate,
- iii Three (3) Junior Associates or Patent Agents, and
- iv One (1) Case Manager/Paralegal.

V.8 Minimum labor mix for SOFTWARE:

- i One (1) Partner,
- ii One (1) Senior Associate or One (1) Patent Agent, and
- iii One (1) Case Managers/Paralegals.

V.9 State bar or the USPTO ethics rules governing attorney-client privilege and confidentiality will govern the relationship of NIH with a Contractor and any subcontractors under the supervision of the Contractor. The Contractor shall take into consideration the foreign rules and laws of confidentiality and privilege when communicating with foreign associate subcontractors. Personnel with a record of ethics violations may be discharged from the contract with NIH and the Contractor will be required to either provide a suitable replacement or terminate the contract. NIH reserves the right to terminate contracts at any time should it find violations of ethics rules, a pattern of lack of adherence to the terms of this contract, or pattern of negligent case management (e.g., unintentional loss of intellectual property rights), that are detrimental to its interests.

VI. TRANSITION CASES

- VI.1 “Outgoing Contractor” is a law firm that has had a contract for rendering patent-legal services with NIH from 2009-2019 but who has not been awarded a contract in 2019.
- VI.2 It is expected that all matters, where there are no open Task Orders, will be reviewed, docketed, and transferred (if appropriate) within thirty (30) days of award of the contract. For families of cases where there are open Task Orders, the transfer of responsibility for patent prosecution may be delayed until completion of the open Task Order or may occur piecemeal to accommodate situations where the NIH needs to authorize new tasks related to a family of cases.
- VI.3 All transitioned cases that exist in paper format shall be digitized by the receiving Contractor into searchable Microsoft Word format or Portable Document Format (PDF).
- VI.4 Contractors must take the steps necessary to affiliate with NIH Customer Number 005318 within sixty (60) days of being awarded the contract if one has not already been established.
- VI.5 Contractors shall provide a transition strategy for potentially an unknown number of cases for receipt from Outgoing Contractors, said transferred cases to be determined by the NIH Technical Representatives. The proposed strategy shall include any approaches that would facilitate transition with no interruption of service, data integrity, docketing of deadlines, and no loss of patent rights.
- VI.6 *Inactive Cases:* These files are considered United States Government property. Files held by Outgoing Contractors having no patent application filed and no related applications, have been abandoned, lapsed, or expired and where there are no related applications pending or no issued patents; these files will be returned to NIH.
- VI.7 *Transfer of Responsibility:* During the term of a contract, the NIH Technical Representative has the right to decide whether the responsibility for patent prosecution of an application or application family continues to be carried out by a specific Contractor or if such responsibility will be transferred to another Contractor. If the NIH Technical Representative determines that the responsibility for patent prosecution should be transferred to another Contractor, the current Contractor will carry out the transfer instructions as specified by the NIH Technical Representative.
- VI.7.1 If the transition period (bulk or end of existing contract) commences in a time frame that leaves less than three (3) months before any existing contracts expire without possibility of a contract extension or in the event the contract is terminated Contractors must still comply with the transition procedures outlined herein. Any reasonable costs associated with the transition of cases

after the expiration of the contracts will be billed to the NIH at rates in effect at the end of the contract.

VII. PERIOD OF PERFORMANCE

The period of performance will be up to 10 years.

VIII. GOVERNMENT FURNISHED PROPERTY

This section should identify any government-furnished property provided to the contractor. This includes all government-furnished property, such as government furnished material, equipment, or information. If the list of property is extensive, this section should identify where that list can be found. Before offering to provide any property, make sure that it will be available when required, where required, and in the condition required by the contract. Failure to meet government furnished property requirements often lead to a contractor claim for an equitable adjustment to contract price, delivery, or other requirements. Specific requirements about providing government furnished property can be found in FAR 45, government property, and related agency policy.

IX. SECURITY REQUIREMENTS

This section should identify any unique security requirements associated with contract performance (when applicable). These requirements may include, but are not limited to, such items as: Special pass or identification requirements; Special security clearance requirements; or Special escort requirements. Refer to - <http://www.hhs.gov/asfr/ogapa/acquisition/policies/hspd12-contract-guide-102707.html>

PROPOSAL INTENT RESPONSE FORM

RFP No:

RFP Title:

Please review the Request for Proposal (RFP). Furnish the information requested below and return this page to the Contracting Officer/Contract Specialist identified on **Section A-Solicitation/Contract Form** by

Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

Choose one of the following Options:

- Do intend to submit a proposal
- Do Not intend to submit a proposal

If you are not responding to this RFP, please provide your reason(s):

Please provide the following contact information:

Name (First, Middle Initial, Last):

Title:

Organization:

E-mail:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/>
	CFDA Number, if applicable: <input type="text"/>

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS, NIH(RC)-2

Format: Submit payment requests on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or the Contractor's self-generated form provided it contains all of the information prescribed herein. DO NOT include a cover letter with the payment request.

Number of Copies: Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

Frequency: Submit payment requests upon delivery and acceptance of goods or services unless otherwise authorized by the Contracting Officer.

Currency: All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Preparation and Itemization of the Payment Request: Prepare payment requests as follows:

Note: *All information must be legible or the invoice will be considered improper and returned to the Contractor.*

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (DUNS) or DUNS+4 number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Acquisition Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Voucher Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account

number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Voucher Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Fixed-Price of Contract/Order:** Insert the total fixed-price of the contract/order.
- (i) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (j) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Central Point of Distribution:** Identify the Central Point of Distribution, as specified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (m) **Description of Supplies or Services:** Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate), and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of \$50.00, then the invoice must state 1 box, hypodermic needles (100/box), \$50.00, **not** 100 syringes at \$0.50 each. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period, including any adjustments, if applicable. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed to date, including any adjustments as applicable. If the Contract Schedule contains separately priced line items,

identify the contract line item(s) on the payment request.

- (p) **Freight or Delivery Charges:** Identify all charges for freight or express shipments, other than f.o.b. destination, as a separate line item on the invoice. (If shipped by freight or express, and charges are more than \$25, attach prepaid bill.)
- (q) **Government Property:** If the contract authorizes the purchase of any item of Government Property (e.g., equipment), the invoice must list each item for which reimbursement is requested. Include reference to the following (as applicable):
- item number for the specific piece of equipment listed in the Property Schedule, and
 - Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Updated through FAC 2005-95

Last updated: 01/2017

This SECTION is made up of nine parts as follows:

1. Annual Representations and Certifications, FAR 52.204-8
2. Commercial and Government Entity Code Reporting, FAR 52.204-16
3. Predecessor of Offeror, FAR 52.204-20
4. Information Regarding Responsibility Matters, FAR 52.209-7
5. Cost Accounting Standards
6. Certification Regarding Trafficking in Persons Compliance Plan
7. Certification Regarding Environmental Tobacco Smoke
8. Certification of Institutional on Financial Conflicts of Interest
9. Disaster or Emergency Area Representation

To Be Completed by the Offeror: This document must be completed and included as part of your Business Proposal. By submission of its signed offer, the offeror makes the following Representations and Certifications:

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017), FAR Provision 52.204-8

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals— Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

- ___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- ___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- ___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ___ (vii) 52.227-6, Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

2. COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING, (JUL 2016) FAR Provision 52.204-16

Note to Offeror: This provision is incorporated by reference and is applicable when the resultant contract will contain FAR Provision 52.204-6 and/or FAR Provision 52.204-7.

3. PREDECESSOR OF OFFEROR, (JULY 2016) FAR Provision 52.204-20

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(End of provision)

4. INFORMATION REGARDING RESPONSIBILITY MATTERS, (JUL 2013) FAR Provision 52.209-7

Note to Offeror: This provision is applicable when the resultant contract is expected to exceed \$500,000.

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

5.COST ACCOUNTING STANDARDS

(1) Cost Accounting Standards Notices and Certification (October 2015), FAR Provision 52.230-1

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201- 2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ***Certificate of Concurrent Submission of Disclosure Statement.***

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

(5) **Certificate of Disclosure Statement Due Date by Educational Institution.**

(ALTERNATE I - April 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903- 202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that **(check one and complete):**

(i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Filed:

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

(2) Proposal Disclosure-Cost Accounting Practice Changes, (April 2005)(FAR Provision 52.230-7)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

YES NO

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

6. CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (March 2015), FAR Provision 52.222-56

Note to offeror: This provision is applicable when services will be performed outside of the United States; and the estimated value exceeds \$500,000.

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the

contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

7. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (December 1994)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By submission of its signed offer, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

8. CERTIFICATION OF INSTITUTIONAL POLICY ON FINANCIAL CONFLICTS OF INTEREST

Note: This certification is applicable to all Research and Development (R&D) Contracts except Phase ISBIR/STTR and Contracts with Federal Agencies.

By Submission of its signed offer, the offeror certifies that:

- (1) there is in effect at the Institution (the term Institution includes any contractor, public or private, excluding a Federal agency) an up-to-date, written and enforced administrative process to identify and manage, financial conflicts of interest with respect to all research projects for which funding is sought or received from the NIH;
- (2) the Institution shall promote and enforce Investigator compliance with this part's requirements including those pertaining to disclosure of significant financial interests;
- (3) the Institution shall manage financial conflicts of interest and provide initial and ongoing FCOI reports to NIH consistent with this part;
- (4) the Institution agrees to make information available, promptly upon request, to the Contracting Officer relating to any Investigator disclosure of financial interests and the Institution's review of, and response to, such disclosure, whether or not the disclosure resulted in the Institution's determination of a financial conflict of interest; and
- (5) the Institution shall fully comply with the requirements of 45 CFR Part 94.

9. DISASTER OR EMERGENCY AREA REPRESENTATION, (NOV 2007), FAR Provision 52.226-3

Note: This provision is applicable for acquisitions that are set-aside for a Disaster or Emergency Area under FAR Subpart 26.2. See Section L.1. of the Solicitation, paragraph entitled "Notice of Disaster or Emergency Area Set-Aside."

(a) Set-aside area. The area covered in this contract is: _____

[Contracting Officer to fill in with definite geographic boundaries.]

(b) Representations. The offeror represents that it does does not reside or primarily do business in the set-aside area.

(c) An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months—

(1) The offeror had its main operating office in the area; and

(2) That office generated at least half of the offeror's gross revenues and employed at least half of the offeror's permanent employees.

(d) If the offeror does not meet the criteria in paragraph (c) of this provision, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include—

(1) Physical location(s) of the offeror's permanent office(s) and date any office in the set-aside area(s) was established;

(2) Current state licenses;

(3) Record of past work in the set-aside area(s) (*e.g.*, how much and for how long);

(4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;

(5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;

(6) Number of permanent employees the offeror employs in the set-aside area;

(7) Membership in local and state organizations in the set-aside area; and

(8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.

(e) If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

(End of provision)

HHS SUBCONTRACTING PLAN TEMPLATE RFP No. NIH-OD-OLAO-OA-(PLS)-2019

A Subcontracting Plan is required if the estimated cost of the contract **may exceed \$700,000 (\$1,500,000 for construction)** Small businesses are excluded.

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by the Federal Acquisition Regulations (FAR) Subpart 19.7. The U.S. Department of Health and Human Services (HHS), Office of Small and Disadvantaged Business Utilization (OSDBU) recommends that offerors use the following format to submit proposed Individual Subcontracting Plans. It is not intended to replace any existing Corporate/Commercial Plan that is more extensive.

Questions should be forwarded to the Contracting Officer and/or Small Business Subcontracting Program Manager.

PROJECT INFORMATION													
Solicitation/Contract No.:	MOD No. (If applicable):												
Title of Acquisition:													
Contractor's Name:													
Period of Performance:	Total Contract Amount (including options, and any modifications if this submission is due to a modification): \$												
Total Modification Amount: (if applicable) \$	Base Period (if there are options): \$												
Option 1 (if applicable): \$	Option 2 (if applicable): \$												
Option 3 (if applicable): \$	Option 4 (if applicable): \$												
FAR 52.217-8 (if applicable): \$													
Contracting Officer/Specialist Name:	Tel & Fax:												
OPDIV/Division/Branch (including location):	Email:												
<p>SUBCONTRACT PLAN REQUIREMENTS- Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.</p> <p>If assistance is needed to locate small business sources, contact the Small Business Specialist (SBS) supporting the OPDIV. SBS contact information is located on the OSDBU website (http://www.hhs.gov/about/smallbusiness/osdbustaff.html) or you may contact the OSDBU headquarters at (202) 690-7300.</p> <p>HHS currently has the following subcontracting goals for Fiscal Year 2017:</p> <table border="1"> <thead> <tr> <th>Type of Concern</th> <th>Goal (%)</th> </tr> </thead> <tbody> <tr> <td>Small Business</td> <td>33.00%</td> </tr> <tr> <td>Small Disadvantaged Business, including 8(a) Program Participants, Alaska Native Corporations (ANC) and Indian Tribes</td> <td>5.00%</td> </tr> <tr> <td>Women Owned Small Business</td> <td>5.00%</td> </tr> <tr> <td>Service Disabled Veteran Owned Small Business</td> <td>3.00%</td> </tr> <tr> <td>HUBZone</td> <td>3.00%</td> </tr> </tbody> </table> <p>For this procurement, or modification, HHS expects all proposed subcontracting plans to contain at a minimum the aforementioned percentages.</p>		Type of Concern	Goal (%)	Small Business	33.00%	Small Disadvantaged Business, including 8(a) Program Participants, Alaska Native Corporations (ANC) and Indian Tribes	5.00%	Women Owned Small Business	5.00%	Service Disabled Veteran Owned Small Business	3.00%	HUBZone	3.00%
Type of Concern	Goal (%)												
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Women Owned Small Business	5.00%												
Service Disabled Veteran Owned Small Business	3.00%												
HUBZone	3.00%												

Individual ***Master (Addendum)** **Commercial**

*When Master is checked, Individual must also be checked and submission must include both.

*If Commercial is checked, please stop here and attach a copy of your commercial plan.

For Informational Purposes:

Individual plan - all elements developed specifically for this contract and applicable for the full term of this contract.

Master plan - goals developed for this contract, all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

Commercial products/service plan - goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts; this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year.

1. Type of Plan (check one):

2. Subcontracting Goal Data: (FAR19.702(a)(1-3) & FAR 52.219-9(d)(1))

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704. If any contract has more than four options, please attach additional sheets which illustrate dollar amounts and percentages.

PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a good faith effort throughout the period of performance of the contract.

% of Total Contract \$

If required by CO

For Individual Plans complete a(1): (FAR 52.219-9(d)(2)(i))

a(1). Total dollars planned to be subcontracted under this contract is:

\$ =2b+2h

If your contract includes options, please include the break down here:

Base Period: \$ Option Period 3: \$

Option Period 1: \$ Option Period 4: \$

Option Period 2: \$

For Individual Plan

%

If options are applicable:

Base: %

OPT 1: %

OPT 2: %

OPT 3: %

OPT 4: %

b. Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes)- [Percentage of 2a.]: (FAR 52.219-9(d)(2)(ii))

\$ and %

If your contract includes options, please include the break down here:

Base: \$ and %

OPT 1: \$ and %

OPT 2: \$ and %

OPT 3: \$ and %

OPT 4: \$ and %

%

If options are applicable:

Base: %

OPT 1: %

OPT 2: %

OPT 3: %

OPT 4: %

c. Total dollars planned to be subcontracted to veteran-owned small business concerns- [Percentage of 2.a.]:
(FAR 52.219-9(d)(2)(iii))

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %
 OPT 1: \$ _____ and _____ %
 OPT 2: \$ _____ and _____ %
 OPT 3: \$ _____ and _____ %
 OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %
 OPT 1: _____ %
 OPT 2: _____ %
 OPT 3: _____ %
 OPT 4: _____ %

d. Total dollars planned to be subcontracted to service-disabled veteran-owned small business - [Percentage of 2.a.]: **(FAR 52.219-9(d)(2)(iv))**

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %
 OPT 1: \$ _____ and _____ %
 OPT 2: \$ _____ and _____ %
 OPT 3: \$ _____ and _____ %
 OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %
 OPT 1: _____ %
 OPT 2: _____ %
 OPT 3: _____ %
 OPT 4: _____ %

e. Total dollars planned to be subcontracted to HUBZone small business concerns - [Percentage of 2.a.]:
(FAR 52.219-9(d)(2)(v))

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %
 OPT 1: \$ _____ and _____ %
 OPT 2: \$ _____ and _____ %
 OPT 3: \$ _____ and _____ %
 OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %
 OPT 1: _____ %
 OPT 2: _____ %
 OPT 3: _____ %
 OPT 4: _____ %

f. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes) - [Percentage of 2.a.]: **(FAR 52.219-9(d)(2)(vi))**

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %
 OPT 1: \$ _____ and _____ %
 OPT 2: \$ _____ and _____ %
 OPT 3: \$ _____ and _____ %
 OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %
 OPT 1: _____ %
 OPT 2: _____ %
 OPT 3: _____ %
 OPT 4: _____ %

g. Total dollars planned to be subcontracted to women-owned small business concerns- [Percentage of 2.a.]:
(FAR 52.219-9(d)(2)(vii))

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %

OPT 1: \$ _____ and _____ %

OPT 2: \$ _____ and _____ %

OPT 3: \$ _____ and _____ %

OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %

OPT 1: _____ %

OPT 2: _____ %

OPT 3: _____ %

OPT 4: _____ %

h. Total Subcontracting Dollars & Percentage with "Other" than Small Businesses (i.e., large companies, non profits, etc.) [Percentage of 2.a.]: (HHS OSDBU)

\$ _____ and _____ %

If your contract includes options, please include the break down here:

Base: \$ _____ and _____ %

OPT 1: \$ _____ and _____ %

OPT 2: \$ _____ and _____ %

OPT 3: \$ _____ and _____ %

OPT 4: \$ _____ and _____ %

_____ %

If options are applicable:

Base: _____ %

OPT 1: _____ %

OPT 2: _____ %

OPT 3: _____ %

OPT 4: _____ %

i. Subcontracting Opportunities (description of all principal products/services to be subcontracted to all types of concerns listed in 2.b.-2.f.) (FAR 52.219-9(d)(3)):

Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (include all that apply):

Products and/or Services	Other	Small Business	SDB	WOSB	Hubz	VOSB	SDVOSB
1							
2							
3							
4							
5							
6							

j. Please describe the methodology used to develop goals & identify potential sources (e.g. historical trends, information on technical and competitive bidding, formula for calculating goals, etc.) (FAR 52.219-9(d)(4-5)): Attachment 6
RFP No. NIH-OD-OLAO-OA-(PLS)-2019

k. Indirect costs have have not been included in the dollar and percentage subcontracting goals above (check one).

If indirect costs have been included in establishing subcontracting goals, please provide a description of the method used to determine the proportionate share of indirect costs to be incurred with all types of concerns listed in 2.b.-2.f. (FAR 52.219-9(d)(6)):

SUBCONTRACTING PLAN REQUIREMENTS (con't)

3. Please enter the following information for the individual who will administer your Subcontracting Program: (FAR 52.219-9(d)(7))

Name: Title:

Address:

Telephone: Email:

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? yes no

Additionally, please respond whether or not the individual who will administer your subcontracting program conducts the following:

1. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; yes no
2. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; yes no
3. Ensuring periodic rotation of potential subcontractors on bidder's lists; yes no
4. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. yes no
5. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns. yes no
6. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. yes no
7. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the System for Award Management (<http://sam.gov>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; yes no
8. Establishing and maintaining contract and subcontract award records; yes no
9. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; yes no
10. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; yes no
11. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; yes no
12. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; yes no
13. Preparing and submitting timely, required subcontract reports; yes no
14. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures;and yes no
15. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies. yes no

(If **NO** is checked for any of the duties above, please provide who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

Additional duties of the individual:

4. Please describe your efforts to ensure that Small Businesses (incl. SDB, WOSB, HUBZone, SDVOSB) have an equitable opportunity to compete for subcontracts: **(FAR 52.219-9(d)(8))**

These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources: (1) Contact minority and small business trade associations; (2) contact business development organizations and local chambers of commerce; (3) attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs; (4) review sources from the System for Award Management (<http://www.sam.gov>); (5) review sources from the Small Business Administration (SBA), Dynamic Small Business Search database (DSBS) <http://dsbs.sba.gov/>); (6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror's discretion; and (7) Utilize newspaper and magazine ads to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel: (1) Conduct workshops, seminars and training programs; (2) Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and (3) Monitor activities to evaluate compliance with the subcontracting plan.

Efforts Described:

5. Flow Down Clause: **(FAR 52.219-9(d)(8))**

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." Note: In accordance with FAR 52.212-5(e) and 52.244-6(c)(2) the contractor is not required to include flow-down clause FAR 52.219-9 if it is subcontracting commercial items.

6. Reporting and Cooperation: **(FAR 52.219-9(d)(10)); (FAR 19.704(a)(10))**

The contractor gives assurance of 1) cooperation in any studies or surveys that may be required; 2) submission of periodic reports which illustrate compliance with the subcontracting plan; 3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and 4) subcontractors submission of ISRs and SSRs. ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website <https://esrs.symlicity.com/index?tab=signin&cck=1>

Please refer to FAR Part 19.7 or contact the Contracting Officer for regulatory reporting requirements and other obligations you are accepting as part of your signing of this document and acceptance of any subsequent contract award that may be granted.

7. Record keeping: **(FAR 52.219-9(d)(11))**

FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan.

Contractor acknowledges and agrees to record keeping obligation expressed at FAR 52.219-9(d)(11). yes no

8. Assurances of Good Faith Effort, and the submission of explanations when failing to acquire as stated in Good Faith Effort: **(FAR 52.219-9(d)(12-13))**

Contractor hereby makes the following assurances:

(1) that contractor will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal yes no ; and

(2) that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work within 30 days of contract completion and as required under FAR 19.7. yes no

9. Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor: **(FAR 52.219-9(d)(14))**

Contractor hereby makes the assurance that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor. yes no

10. Assurances of Timely Payments to Subcontractors: **(FAR 52.219-9(d)(15))**

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with SB concerns, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.

Your company has established and use such procedures yes no . Additionally, Contractor makes an assurance that Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor yes no .

Signature Page

1. Contractor makes the following representation: I have reviewed FAR Part 19.704 and FAR Clause 52.219-9, and this Subcontracting Plan is in compliance. yes no

This Subcontracting Plan was submitted by:

Name:	<input type="text"/>	Title:	<input type="text"/>
Signature:	<input type="text"/>		
Address:	<input type="text"/>		
Telephone:	<input type="text"/>	Email:	<input type="text"/>

Personnel Change Request Checklist – PARTNER

Please complete and include checklist when submitting new personnel change requests

LABOR CATEGORY DESCRIPTION FROM CONTRACT:

V.1 Personnel designated as “attorneys” within the Labor Mix are required to maintain a valid license, be current on their CLE requirement (if applicable), and requisite training, to practice law in accordance with the requirements of the bar associations in the state, district, commonwealth, territory or possession in which they practice and before the United States Patent and Trademark Office (USPTO).

V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or patent agents.

V.3 The following sets forth the minimum qualifications required for a person proposed for the labor mix in any of the technology categories. For each item, 1-7, in the checklist provide the requested information. Shaded boxes are not applicable to a particular item.

PARTNER:

A current equity or non-equity partner, shareholder, of counsel, or other senior staff member of the Contractor who is (1) a licensed attorney, (2) registered to practice before the USPTO, and (3) who has at least eight (8) years of cumulative patent prosecution experience as a licensed attorney and at least eight (8) years of cumulative experience as a registered practitioner before the USPTO.

Name of Departing Partner:		Name of Proposed Personnel:			
		Registration No. & Date	Yes	No	
1	Is the person registered to practice before the USPTO?				If yes, go to Question 2. If no, the person is not qualified for the Partner labor category.
2	What is the date admitted to practice before a court for any one of the United States?				To identify the date admitted to practice law before a court for any one of United States. Utilize the USPTO's Patent Practitioner Search: https://oedci.uspto.gov/OEDCI/practitionerSearchEntry
3	Is the date provided in response to Question 2 more than three (3) years ago?				If yes, go to Question 4. If no, the person is not qualified for the Partner labor category.
4	¹ Writing samples provided?				Please include writing samples.
5	Has the person been actively engaged in the practice of patent prosecution for a total of at least eight (8) years?				If yes, go to Question 6. If no, the person is not qualified for the Partner labor category.
6	² Resume provided? Does the resume of the person clearly demonstrate this patent prosecution experience?				If yes, go to Question 7. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Partner labor category.

¹ The person named in the resume is the same person who performed the majority of the substantive work for each writing sample provided, even if their signature does not appear on the document.

² Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

7	Have you answered NO to any Question above?				If no, this person appears qualified for the Partner labor category. If yes, the person is not qualified for the Partner labor category. Please select a new person to be a Partner.
8	Have you answered NO to any Question above?				If no, this person appears qualified for the Partner labor category. If yes, the person is not qualified for the Partner labor category. Please select a new person to be a Partner.

Personnel Change Request Checklist - SENIOR ASSOCIATE
Please complete and include checklist when submitting new personnel change requests

LABOR CATEGORY DESCRIPTION FROM CONTRACT:

V.1 Personnel designated as “attorneys” within the Labor Mix are required to maintain a valid license, be current on their CLE requirement (if applicable), and requisite training, to practice law in accordance with the requirements of the bar associations in the state, district, commonwealth, territory or possession in which they practice and before the United States Patent and Trademark Office (USPTO). Contractors employing foreign attorneys, will ensure similar requirements commensurate in scope with the appropriate licensing body in each country for the practice of patent law.

V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or patent agents.

V.3 The following sets forth the minimum qualifications required for a person proposed for the labor mix in any of the technology categories. For each item, 1-7, in the checklist provide the requested information. Shaded boxes are not applicable to a particular item.

SENIOR ASSOCIATE: A licensed attorney registered to practice before the USPTO with a minimum of six (6) years of cumulative experience in patent prosecution as an attorney or patent agent, including a minimum of four (4) years cumulative experience as a licensed attorney.

Name of Departing Senior Associate:		Name of Proposed Personnel:			
		Registration No. & Date	Yes	No	
1	Is the person registered to practice before the USPTO?				If yes, go to Question 2. If no, the person is not qualified for the Sr. Associate labor category.
2	What is the registration number and date which the USPTO OED indicates the registration was awarded?				To identify the registration number and date registered as an attorney, utilize the USPTO's Patent Practitioner Search: https://oedci.uspto.gov/OEDCI/practitionerSearchEntry
3	Is the person licensed to practice law in any US state, territory or the District of Columbia?				If yes go on to Question 4, if no, the person is not qualified for the Sr. Associate labor category.
4	Have you provided a certificate of good standing from the state whose bar membership you are relying on?				If yes, go on to Question 5, if no, the person is not qualified for the Sr. Associate labor category.
5	¹ Writing samples provided?				Please include writing samples.
6	² Resume provided? Does the resume of the person clearly demonstrate this patent prosecution experience?				If yes, go to Question 7. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Sr. Associate labor category.
7	Have you answered NO to any Question above?				If no, this person appears qualified for the Sr. Associate labor category. If yes, the person is not qualified for the Sr. Associate labor category. Please select a new person to be a Sr. Associate.

¹ The person named in the resume is the same person who performed the majority of the substantive work for each writing sample provided.

² Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

Personnel Change Request Checklist - JUNIOR ASSOCIATE

Please complete and include checklist when submitting new personnel change requests

LABOR CATEGORY DESCRIPTION FROM CONTRACT:

V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or patent agents.

V.3 The following sets forth the minimum qualifications required for a person proposed for the labor mix in any of the technology categories. For each item, 1-7, in the checklist provide the requested information. Shaded boxes are not applicable to a particular item.

JUNIOR ASSOCIATE: A licensed attorney registered to practice before the USPTO with a minimum of three (3) years cumulative experience in patent prosecution either as an attorney or patent agent. No minimum requirement regarding number of years as licensed attorney.

Name of Departing Jr. Associate:

Name of Proposed Personnel:

		Registration No. & Date	Yes	No	
1	Is the person registered to practice before the USPTO?				If yes, go to Question 2. If no, the person is not qualified for the Jr. Associate labor category.
2	What is the registration number and date which the USPTO OED indicates the registration was awarded?				To identify the registration number and date registered as an attorney, utilize the USPTO's Patent Practitioner Search: https://oedci.uspto.gov/OEDCI/practitionerSearchEntry
3	Is the date provided in response to Question 2 more than three (3) years ago?				If yes, go to Question 4. If no, the person is not qualified for the Jr. Associate labor category.
4	¹ Writing samples provided?				Please include writing samples.
5	Has the person been actively engaged in the practice of patent prosecution for a total of at least three (3) years?				If yes, go to Question 6. If no, the person is not qualified for the Jr. Associate labor category.
6	² Resume provided? Does the resume of the person clearly demonstrate this patent prosecution experience?				If yes, go to Question 7. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Jr. Associate labor category.
7	Have you answered NO to any Question above?				If no, this person appears qualified for the Jr. Associate labor category. If yes, the person is not qualified for the Jr. Associate labor category. Please select a new person to be a Jr. Associate.

¹ The person named in the resume is the same person who performed the majority of the substantive work for each writing sample provided, even if their signature does not appear on the document.

² Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

Personnel Change Request Checklist - PATENT AGENT

Please complete and include checklist when submitting new personnel change requests

LABOR CATEGORY DESCRIPTION FROM CONTRACT:

V.1 Personnel designated as “attorneys” within the Labor Mix are required to maintain a valid license, be current on their CLE requirement (if applicable), and requisite training, to practice law in accordance with the requirements of the bar associations in the state, district, commonwealth, territory or possession in which they practice and before the United States Patent and Trademark Office (USPTO). Contractors employing foreign attorneys, will ensure similar requirements commensurate in scope with the appropriate licensing body in each country for the practice of patent law.

V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or patent agents.

V.3 The following sets forth the minimum qualifications required for a person proposed for the labor mix in any of the technology categories. For each item, 1-7, in the checklist provide the requested information. Shaded boxes are not applicable to a particular item.

PATENT AGENT:

A person registered to practice before the USPTO as a patent agent and having a minimum of three (3) years of cumulative experience as a registered patent agent.

Name of Departing Patent Agent:

Name of Proposed Personnel:

		Registration No. & Date	Yes	No	
1	Is the person registered to practice before the USPTO?				If yes, go to Question 2. If no, the person is not qualified for the Patent Agent labor category.
2	What is registration number and date which the USPTO OED indicates the registration number was awarded?				To identify the registration number and date registered as an attorney, utilize the USPTO's Patent Practitioner Search: https://oedci.uspto.gov/OEDCI/practitionerSearchEntry
3	Is the date provided in response to Question 2 more than three (3) years ago?				If yes, go to Question 4. If no, the person is not qualified for the Patent Agent labor category.
4	¹ Writing samples provided?				Please include writing samples.
5	Has the person been actively engaged in the practice of patent prosecution for a total of at least three (3) years?				If yes, go to Question 6. If no, the person is not qualified for the Patent Agent labor category.
6	² Resume provided? Does the resume of the person clearly demonstrate this patent prosecution experience?				If yes, go to Question 7. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Patent Agent labor category.
7	Have you answered NO to any Question above?				If no, this person appears qualified for the Patent Agent labor category. If yes, the person is not qualified for the Patent Agent labor category. Please select a new person to be a Patent Agent.

¹ The person named in this resume is the person who performed the majority of the substantive work for each writing sample provided, even if their signature does not appear on the document.

² Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

Personnel Change Request Checklist - CASE MANAGER or PARALEGAL
Please complete and include checklist when submitting new personnel change requests

LABOR CATEGORY DESCRIPTION FROM CONTRACT:

V.2 Contractors shall provide certificates of good standing from the state bars of the state(s) in which their proposed Personnel practice for all Personnel who are attorneys and from the USPTO for all Personnel who are attorneys or Case Manager or Paralegals.

CASE MANAGER or PARALEGAL:

A person who has at least two (2) years of cumulative experience handling patent application prosecution formalities under the supervision of an attorney or Case Manager or Paralegal.

Name of Departing Case Manager or Paralegal:		Name of Proposed Personnel:		
		Yes	No	
1	Does the person have at least two (2) years of cumulative experience handling patent application prosecution formalities under the supervision of an attorney or patent agent?			If yes, go to Question 2. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Case Manager or Paralegal labor category.
2	¹ Resume included? Does the resume of the person clearly demonstrate handling patent application prosecution formalities experience?			If yes, go to Question 3. If no, please revise resume to accurately reflect experience or the person may be determined as not qualified for the Case Manager or Paralegal labor category.
3	Have you answered NO to any question above?			If no, this person appears qualified for the Case Manager or Paralegal labor category. If yes, the person is not qualified for the Case Manager or Paralegal labor category. Please select a new person for Case Manager or Paralegal.

¹ Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

Reporting Letter Standard Format for Identification Information

All official correspondence containing Task Order deliverables, reminders, and status updates require a reporting letter, a cover letter reporting the details within. Task Order Deliverables will be identified and listed under each task order. Task Order Deliverables (IV.4) are defined under the contract as law firm reporting letters and official papers filed with the USPTO or foreign patent offices.

Standard Format for Identification Information

The following categories shall be listed at the beginning of all reporting letters. The categories shall always be numbered as listed below. If there is no information for a category or it does not apply, cite "None" or "N/A."

1. Country/Type – Application Serial Number - Filing Date:¹
2. NIH Reference No.:² E-XXX-YYYY-Z-ABC-XX
3. Law Firm Reference No.:
4. Immediate Lineage:
5. Inventor(s):
6. Title:
7. Action Requested:³
8. Requested Response Date:⁴
9. Deadline Date:⁵
10. Task Order Request for Quote (TORFQ) Number:

Standard Format Examples

Example 1: Reporting letter accompanying a Search and an Opinion regarding a new EIR

1. New Employee Invention Report (EIR) - Application Serial Number: None – Filing Date: None
2. HHS Reference No.: E-222-2015-0-EIR-00
3. Law Firm Reference No.: NIH-2015-00001
4. Immediate Lineage: Original (is not dependent on any previous invention/filing)
5. Inventor(s): Gonzales, et al.
6. Title: "Sample Title for Illustration Purposes"
7. Action Requested: Instructions and RFQ if filing an application prior to the bar date
8. Requested Response Date: 03/02/2019
9. Deadline Date: 04/01/2019
10. Task Order Request for Quote (TORFQ) Number:

¹ If a patent application has been filed, but the serial number is not known, state "Not yet known"

² The reference number is Family [E-xxx sequential 00-fiscal year]- Genus [z] - Species [ABC country code_ xx sequential no.]

³ The Action Type is the action pending for the subject case

⁴ The deadline date is when the NIH is to provide contracted law firm with instructions

⁵ The patent office or statutory deadline date. Do not include country grace periods.

Example 2: Reporting letter accompanying a Rejection to a U.S. Application with requests for two actions.

1. U.S. Appl. Serial No.: 99/999,999 filed 01/01/2019
2. HHS Reference No.: E-111-2016-1-US-02
3. Law Firm Reference No.: NIH-2016-00001
4. Immediate Lineage: This application is a continuation of serial no. 88/888,888.
5. Inventor(s): Smith et al.
6. Title: "Another Title for Illustration Purposes"
7. Action Requested: Instructions and RFQ to Respond to Rejection
8. Requested Response Date: 04/01/2019
9. Deadline Date: 07/01/2019
10. Action #2 Requested: Original photographs to be forwarded to this office. Requested Response Date: 02/01/2015 Deadline Date: 07/01/201
11. Task Order Request for Quote (TORFQ) Number: Requested herein

Example 3: Reporting letter accompanying information regarding a foreign application.

1. Australian Appl. Serial Number: 12345/6 filed 01/01/2016
2. HHS Reference #: E-333-2013-0-AU-14
3. Law Firm Reference #: NIH-2015-00001 (AU)
4. Immediate Lineage: This application is based on PCT Appl. No. PCT/US14/01234
5. Inventor(s): Wyne, et al
6. Title: "A Third Title for Illustration Purposes"
7. Action Requested: This letter is Informational
8. Requested Response Date: None
9. Deadline Date: None
10. Task Order Request for Quote (TORFQ) Number:

Company One January 2008 - November 2010
Conducted patent searches, prosecuted patent applications primarily in areas related to the manufacture of composite materials.

EDUCATION

XYZ Law School (May 2008)

ABC University: BS in Chemical Engineering (Dec 1998) ABC University: BS in Microbiology (Dec 1994)

⁴WRITING SAMPLES (⁵PUBLICATIONS/SIGNIFICANT PATENTS OBTAINED)

U.S. Patent 5,792,657 (Aug 11, 2011)

123 Journal 2(1): 456 (2007)

456 Journal (1(2): 123 (2010)

⁴ Resume requirements appear in the Request for Proposal, Request for Proposal Section 2. b. (2.) Resumes and in the Statement of Work, Section V. Labor Mix.

⁵ The person named in this resume is the person who performed the majority of the substantive work for each writing sample provided, even if their signature does not appear on the document.

Transition Phase

"How To" Transfer a Patent Application or Family of Cases

1. The NIH Technical Representative is responsible for notifying a law firm when transferring a family of cases and requesting a conflict of interest check **before** instructing the current law firm to ready the cases for transfer. The NIH Technical Representative will:
 - a. Identify how many **specifications** there are for the family of cases being transferred.
 - b. Obtain a copy of each specification and the original claims for the earliest specification in the family.
 - c. Send a cover letter with a package containing the different specifications and the original claims to the potential law firm. The cover letter will request the contractor to review the materials and to advise the NIH Technical Representative whether they can take over the prosecution of the technology.
 - i. If the response is that they **can** handle the technology, the NIH Technical Representative will send a Task Order for docketing and filing Changes of Address and Power of Attorneys.
2. The NIH Technical Representative will contact the current law firm instructing them to send all cases in the family to the new law firm with a Task Order for transferring the entire family of cases. The instructions will include the new law firm contact and address information. It will also contain details (see example below) identifying the cases in the family by the HHS Reference Number, the law firm's reference number, and Serial/ Application number.
 - a. The law firm will be instructed to send the case files with a cover letter summarizing the prosecution status of each case and identifying any upcoming actions coming due.
 - b. For foreign applications, the law firm must provide the contact information for the foreign associates for the case.
3. The Deliverables for the current law firm is to notify the NIH in writing when the case files have been shipped to the new law firm. If work had been authorized, the current law firm must complete work listed in the Task Order **before** shipping the files to the new firm. This may result in the new law firm receiving files in batches.
4. The current law firm must notify their foreign associates of the transfer and provide the foreign associate with the new law firm's contact information.
5. The law firm **cannot** charge the Government for copying the entire family of cases. They may, however, wish to retain a copy of the Task Order for invoicing purposes.
6. The new law firm's Deliverables are a letter that contains a reporting letter (See Reporting Letter Requirements in Section J.), the table created for the former law firm and a Task Order for docketing the transferred case files. The list is to be used as a source to keep the NIH Technical Representative apprised of the status of completing the task.

Transition Phase

7. For foreign applications, the new law firm cannot change the foreign associates without first consulting with the NIH Technical Representative.

8. The new law firm must file the appropriate Change of Address Forms, Revocation of Power of Attorney, and a new Power of Attorney.

9. The new law firm must obtain Customer Numbers that include the NIH Institutes and Centers staff and the staff authorized to manage Power of Attorneys for the NIH cases.

Sample Table

NIH Ref. No.	Law Firm Ref. No.	Country	Application/Serial No.	New Law Firm Ref. No. (<i>Optional</i>)
E-067-2018-0-US-01	114400.0000	US	08/389,123	
E-067-2018-0-PCT-02	114400.0001	US	PCT/US08/02301	
E-067-2018-0-CA-03	114400.0002	CA	2,212,000	
E-067-2018-0-EP-04	114400.0003	EP	08905555.7	

“How To” Receive a Transferred Patent Application or Family of Cases

1. The NIH Representative is responsible for notifying the law firm receiving the transferred cases and requesting a conflict of interest check **before** instructing the current law firm to ready the cases for transfer. If the response is that they **can** handle the technology, the NIH Technical Representative will:

- a. Send a Task Order to the new law firm for receiving and docketing the incoming transferred cases. The Task Order will specify the receiving, docketing, reviewing, filing Changes of Address and Power of Attorney, and evaluating the prosecution status of each case.

2. The new law firm must obtain Customer Numbers that include the NIH Institutes and Centers staff and the staff authorized to manage Power of Attorneys for the NIH cases.

3. The Deliverables for receiving the transferred cases is a reporting letter (See Reporting Letter Requirements in Section J.) notifying the NIH and listing the transferred case files that were received, reviewed and docketed. The listing shall include the NIH reference numbers, the new law firm’s reference numbers and, if applicable, next required action. The list is to be used as a source to keep the NIH Technical Representative apprised of the status of completing the task.

ABC LAW FIRM
123 MAIN STREET, ANYWHERE, USA 00000
TELEPHONE (000) 000-0000 FASCIMILE MACHINE NO. (000) 000-000

INVOICE SUMMARY

Invoice No. 12345678
Invoice Date: 01/01/00
Invoice Status: FINAL (PARTIAL)

National Institutes of Health
Office of Technology Transfer
6011 Executive Boulevard, Suite 325
Rockville, MD 20852

ATTN: Program Assistant Procurement and Payment Services Unit, DAM

The following is required information and should be cited on the summary page of the detailed invoice information. The order of the information is at the discretion of the contractor.

Contract No. 263-02-D-0000
Work Order 000-02Record of Call No. NXM0000
OTT Task Ordering Official [name of Work Originator]
1st Inventor [name]DHHS Ref. No. E-000-89/2 Serial No.: (if any)

{not required for NIH processing, but can be cited on invoice} contractor's Client number and/or Matter number

Description of work: Request Australian examination and pay fees

Summary:	Charges for Legal (professional) Services	\$x,xxx.xx
	Fees paid	xxx.xx
	Disbursements	<u>xxx.xx</u>
	Total Invoiced (billed)	<u>\$x,xxx.xx</u>

See pages 1 to x for detailed description of charges

Invoice No.: 12345678
 Invoice Date: 01/01/00
 Invoice Status: Final
 (or partial)

Description of work: *Identify work order requirements, i.e., Request Australian examination and pay . . .*

Required information from previous page.	ContractoNo. 263-nn-D-0000
Task Order XXX000-02	Record of Call No.
OTT Task Ordering Official [name of Task Order Originator]	
1 st Inventor [name] DHHS Ref. No.: E-123-2006/0-US-1	Serial No. (if any)

Legal (Professional) Services Rendered: {Describe briefly what was required for the "labor category(ies)" involved to complete the assignment. Provide dates, hours worked, the labor rate; i.e., }

<u>Date</u>	<u>Category</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
01/11/01	Partner (Joe Smith)	Review case. . . .	3	\$100.00	\$300.00
01/23/01	Jr. Associate (Mary Brown)	Preparatory. . .	1	85.00	85.00
MM/DD/YY	Paralegal (Kathy Jones)	4	50.00	200.00
MM/DD/YY	XX (name)	x	xx.xx	xxx.xx

Subtotal, Legal Services \$ _____

FEES:

MM/DD/YY Australian fee	\$ xxx.xx	
MM/DD/YY Foreign associates' charges	\$xxxx.xx	
Subtotal, Fees		\$ _____

DISBURSEMENTS:

date	Photocopies	\$xx.xx	
	Fascimile	\$xx.xx	
	etc.	\$xx.xx	
	Subtotal Disbursements		\$ _____

TOTAL INVOICED (BILLED) _____
 (The above total should be the same as the summary total)

I.1 In most cases, services provided to the NIH by Contractors are done on a Task Order basis. Task Orders will be competed for new case families within the pool of Contractors for a specific technology area. All tasks undertaken by a Contractor in performance of the contract will be under an approved Task Order provided to a Contractor by the Contracting Officer, COR, a Purchasing Agent or another similar designated NIH Official. Contractors shall not begin work under a Task Order until it receives confirmation of approval, which includes a Record of Call Number from the Contracting Officer, COR, a Purchasing Agent or another similar designated NIH Official with delegated authority to approve such Task Orders, or a set of instructions that references an existing Task Order.

I.2 A Task Order will be generated by the Contracting Officer, IC Contracting Officer, or another similar designated NIH Official with delegated acquisition authority to approve such Task Orders. The Task Order or instructions pertaining to the use of an existing Task Order, will be sent by the NIH Technical Representative, the COR, the IC COR, the Purchasing Agent, or other designated individual authorize to send such documentation on behalf of NIH. A new Task Order or instruction set referencing an existing Task Order will include written instructions detailing and describing the nature of the work to be performed and include the supporting documentation that links the Task Order to the Contractor's quote (i.e., response to the TORFQ).

I.3 Services provided to the NIH must be invoiced at the completion of the activity requested under the Task Order or the set of instructions, unless otherwise specified. The exception is the Contractor may invoice for interim work performed under an issued Task Order, so long as the work has been performed to the satisfaction of the NIH Technical Representative or COR. Services will be ordered by the issuance of Task Orders or sets of instructions that reference existing Task Orders. Each Task Order will be priced and structured as appropriate, depending on the nature of the services/deliverables required.

I.3.1 A written Task Order will be the only basis for the acquisition of services or deliverables under this contract. The Task Order may be applied to a single activity or to a group of closely-related activities, in which case, a separate set of instructions will be sent for each activity.

I.3.2 The Task Order will be initiated directly with the Contractor and the NIH Technical Representative, COR, a Purchasing Agent or another designated NIH Official through use of the Task Order Request For Quote (TORFQ). Review, approval, and discussion of information (including the estimated cost) contained in the TORFQ may occur. The Task Order will be generated by the IC or other designated NIH Official.

I.3.3 TORFQ estimates are submitted to the NIH utilizing a secure web-based portal (gateway).

I.3.4 For foreign patent matters, a Contractor may use a foreign associate subcontractor to provide patent services in a foreign patent office. The Contractor will be responsible for ensuring that the quality of services delivered by the foreign associate subcontractor is substantially equivalent to the services provided by the Contractor and the foreign associate subcontractor complies with all deadlines in a timely manner. The Contractor will disclose to NIH Technical Representative the existence of any formal or informal arrangement that would obligate the Contractor to use a foreign associate subcontractor for NIH patent services.

I.3.5 The TORFQ (or alternative or successor mechanism for providing instructions) must accurately reflect the labor mix that the Contractor will use to perform the task described. For example, if the Contractor plans to staff the activity by using a patent agent or a technical advisor, it would not be appropriate to complete the TORFQ estimate showing only a Junior Associate's time and then justify the substitution of personnel in an invoice by stating that the other staff cost the Government the same amount or less than the Junior Associate originally proposed.

I.4 Other Task Order Procedures: One or more Task Orders may be issued to any Contractor during the performance period of this contract. In accordance with FAR 16.505(b), the Government will provide each Contractor with a fair opportunity to be considered for each order in a specific technology area more than Three Thousand Five Hundred U.S. Dollars (USD\$3,500), unless one of the conditions in FAR 16.505(b)(2) applies.

I.5 When the COR or NIH Technical Representative identifies a specific requirement for work to be performed in a technology category, the NIH Technical Representative or COR will generate a TORFQ (or alternative or successor mechanism for providing instructions) to send to the Contractor. Regardless of format, the instructions will be provided by electronic means to each Contractor, within the specific technology area, unless one of the exceptions of FAR 16.505(b)(2) applies. The initial TORFQ or other instruction vehicle may include, but is not limited to, the following:

- (i) NIH Reference Number
- (ii) The TORFQ Number
- (iii) Patent Application Serial Number, if applicable
- (iv) Lead Inventor
- (v) Name of the NIH Technical Representative
- (vi) A description of the work to be performed
- (vii) Period of Performance
- (viii) Quote Due Date

I.5.2 The initial TORFQ (or alternative or successor mechanism for providing instructions) does not commit the NIH to pay any costs incurred in the submission of any quote, nor does it commit the NIH to award a Task Order for such services. The NIH intends for each TORFQ or other instruction vehicle to be negotiated in view of the specific needs and eventually be associated with a Task Order, whether a new Task Order or an existing Task Order; there is no guarantee that instructions or a Task Order will be issued in every possible instance.

I.5.3 Competitive Bid Tasks

- a) Upon receipt of an instruction package designated by NIH as requiring a competitive bid process to be utilized, each Contractor will evaluate the opportunity and determine whether to submit response, which would include an estimate and other requested information. Contractors that choose to submit a response will submit the requested information through

designated means, e.g., on the TORFQ form. The response should provide details related to the performance of the specific task(s) including: (1) names of Law Firm Personnel to perform the task(s), (2) labor hours required, if appropriate, (3) billing rate for each person listed, as required, and (4) a price estimate for completion of the task(s) based on the labor hours for the particular personnel plus other anticipated charges (photocopy, Federal Express, USPTO fees, foreign counsel fees, fees to be paid for any services to be rendered by an approved subcontractor, etc.). The Contractor may submit a technical component outlining the strengths of the Contractor's NIH-related team and any specific expertise in relation to the Task Order requirement(s) along with the response. The Contractor's authorized signatory will sign the response (e.g., TORFQ) document certifying that there is no conflict between the interests of the Government and their representation of other clients of the Contractor and return it to the designated NIH representative by the Quote Due Date as stated in the instruction package.

b) In the instance of non-maximum cost instructions, the estimate provided by the Contractor represents a proposed price for performance of the task(s). Hourly rates proposed by the Contractor for a task order may not exceed the maximums stated in the contract without prior written approval by the NIH Contracting Officer.

c) Upon receipt of the completed response documents, the NIH Technical Representative will evaluate each of the responses for reasonableness and accuracy and conformance to the required technical capability as well as estimated cost. Award of the specific Task Order will be made to the Contractor who provides the best overall value to the Government, which may or may not correspond to the response with the lowest estimated cost.

d) The Task Order (currently entitled "Order for Supplies and Services", PHS form 347) will be sent to the Contractor, thereby authorizing the Contractor to begin work.

I.6 Upon completion of the Task Order, the Contractor shall provide an invoice detailing the work performed in accordance with the Task Order. The invoice shall contain at least the following information for each action the Contractor took to complete the task requested by the NIH:

- a) the name of the person who completed each action;
- b) a description of the action(s) taken by each person in enough detail to show the relevance of the action(s) to the tasks requested by NIH;
- c) how much time, down to a tenth (1/10th) of an hour, was expended by each person on each action; and
- d) the billing rate for each person.

If a Contractor cannot accept work, due to either time or resource constraints or a professional conflict of interest, the NIH Technical Representative will assign the work to another Contractor.

**PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFQ CUSTOMER SURVEY QUESTIONNAIRE**

Please complete the following questionnaire and return via e-mail or regular mail to the attention of:

_____ by _____ (Date)
(Name)

_____ National Institutes of Health, Office of Acquisitions _____

_____ 6011 Executive Blvd., Room 541E (MSC 7663) _____

_____ Bethesda, MD 20892 _____

(Address)

_____ e
(E-mail Address)

This survey pertains to: _____
(Name of Company being evaluated)

Department/Component: _____

Contract Number: _____ **Date of Survey:** _____

Name of Person Completing Survey: _____

Signature of Person Completing Survey: _____

Your Company/Agency: _____

Your Role in this Contract (circle one):

Contracting Officer **Contract Specialist** **Project Officer** **Other** _____

Contract Value (including options): \$ _____

Performance Period: _____
(including option periods)

Type of Contract: _____

Approximate percentage of work being performed (or completed) by subcontractor(s): _____%

**PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFQ CUSTOMER SURVEY QUESTIONNAIRE**

Information on subcontractor(s) (where more than 25% of work was completed by the subcontractor):

Subcontractor	Program Manager and Phone
Subcontractor	Program Manager and Phone
Subcontractor	Program Manager and Phone

General description of products/services required under the contract: _____

RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Commentary to support rating shall be noted on page 4.

Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or 5 (Outstanding). Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating. If you do not have enough personal knowledge or feedback from internal customers who directly received products and services from the contractor to make a determination on any of the performance criteria below, please circle "N/A" (not applicable/no opinion).

QUALITY OF SERVICE

1.	Compliance with contract requirements							
	0	1	2	3	4	5	N/A	
2.	Accuracy of reports							
	0	1	2	3	4	5	N/A	
3.	Effectiveness of personnel							
	0	1	2	3	4	5	N/A	
4.	Technical Excellence							
	0	1	2	3	4	5	N/A	
5.	Effectiveness of the on-site Program Manager							
	0	1	2	3	4	5	N/A	

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFQ CUSTOMER SURVEY QUESTIONNAIRE

COST CONTROL

1.	Record of forecasting and controlling target costs							
	0	1	2	3	4	5	N/A	
2.	Current, accurate and complete billings							
	0	1	2	3	4	5	N/A	
3.	Relationship of negotiated costs to actuals							
	0	1	2	3	4	5	N/A	
4.	Cost efficiencies							
	0	1	2	3	4	5	N/A	

TIMELINESS OF PERFORMANCE

1.	Met interim milestones							
	0	1	2	3	4	5	N/A	
2.	Reliability							
	0	1	2	3	4	5	N/A	
3.	Responsive to technical direction							
	0	1	2	3	4	5	N/A	
4.	Completed on time including wrap-up and contract administration							
	0	1	2	3	4	5	N/A	
5.	Met delivery schedules							
	0	1	2	3	4	5	N/A	
6.	Liquidated damages assessed: Yes No (<i>circle one</i>)							

BUSINESS RELATIONS

1.	Effective management, including management of subcontracts							
	0	1	2	3	4	5	N/A	
2.	Reasonable/cooperative behavior							
	0	1	2	3	4	5	N/A	
3.	Responsive to contract requirements							
	0	1	2	3	4	5	N/A	
4.	Notification of problems							
	0	1	2	3	4	5	N/A	
5.	Flexibility							
	0	1	2	3	4	5	N/A	
6.	Pro-active vs reactive							
	0	1	2	3	4	5	N/A	
7.	Effective small/small disadvantaged business subcontracting program							
	0	1	2	3	4	5	N/A	

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

CUSTOMER SATISFACTION

1. The contractor is committed to customer satisfaction.
Yes No (*circle one*)

2. Would you recommend selection of this firm again?
Yes No (*circle one*)

ADDITIONAL COMMENTS

**PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Rating Guidelines

	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/ service/ administrative issues is not effective
1-Poor	Major problems have been encountered	Contractor is having major difficulty managing costs effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is marginally effective
2-Fair	Some problems have been encountered	Contractor is having some problems managing costs effectively	Contractor is having some problems meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is somewhat effective
3-Good	Minor inefficiencies/ errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is usually effective
4-Excellent	Contractor is in compliance with contract requirements and/or delivers quality products/services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is effective
5-Outstanding: The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."				