

# SOLICITATION

## SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended			
<b>2. Request for Proposal (RFP) Number:</b>  RFP NIAAA-08-05	<b>3. Issue Date:</b>  April 25, 2008	<b>4. Just in Time:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Part IV Section L	<b>5. Set Aside:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Part IV Section L, 1.b. <b>" SMALL BUSINESS"</b>
6. Title : Alcohol Epidemiologic Data System "AEDS"			
<b>7. ISSUED BY:</b> DHHS, PHS, NIH, NIDDK Office of Acquisitions National Institute on Alcohol Abuse and Alcoholism (NIAAA) R&D Contracts Management Branch 5635 Fishers Lane Room 3016, MSC 9304 Bethesda, Maryland 20892-9304 FOR EXPRESS MAIL: Rockville, MD 20852-1705		<b>8. SUBMIT OFFERS TO:</b>  See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 3:00 pm EST local time on May 27, 2008. Offers will be valid for 150 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.			
11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. <a href="http://www.ccr.gov">http://www.ccr.gov</a>			
12. FOR INFORMATION CALL: Patricia N. Hanacek PHONE: (301) 594-6226 e-MAIL: <a href="mailto:hanacekp@mail.nih.gov">hanacekp@mail.nih.gov</a> COLLECT CALLS WILL NOT BE ACCEPTED.			
		Gwennifer Epps Contracting Officer NIDDK Office of Acquisitions NIAAA R & D Contracts Management Branch	

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

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

The purpose of the contract is to provide data services to the Division of Epidemiology and Prevention Research (DEPR) and the Institute at-large. Services include programming, data analyses, and manuscript preparation. Products include Surveillance Reports, articles published in Alcohol Research and Health and other journals, alcohol statistics available on the NIAAA website, and support for public access to NESARC.

### ARTICLE B.2. ESTIMATED COST PLUS AWARD FEE

#### a. Estimated Cost and Base Fee

1. The total estimated cost of this contract is \$\_\_\_\_\_.
2. The total base fee (i.e. minimum fee payable hereunder) is \$\_\_\_\_\_.
  - a. The base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer.
  - b. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract. Payment of fee shall not be made in less than monthly installments.
  - c. The maximum amount of award fee that may be earned on this contract is \$\_\_\_\_\_. Award fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the following procedures:

#### b. Award Fee Consideration

1. Based on the evaluation/determination described in subparagraph d. below, an award fee may be paid to the Contractor at regular intervals as defined in the paragraphs herein. The total potential award fee available is \$\_\_\_\_\_ and the evaluation periods shall be as follows:

Evaluation Period(s):	Available Award Fee:

#### c. Total Estimated Contract Amount

1. The total estimated amount of the contract, represented by the sum of the estimated cost plus the base fee, and the available award fee is \$\_\_\_\_\_.
2. Total funds currently available for payment and allotted to this contract are \$\_\_\_\_\_ of which \$\_\_\_\_\_ represents the estimated costs, \$\_\_\_\_\_ represents the base fee, and \$\_\_\_\_\_ represents the awarded fee. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses. When the contract becomes fully funded, the Limitation of Cost Clause (FAR 52.232-20) shall apply.
3. It is estimated that the amount currently allotted will cover performance of the contract through \_\_\_\_\_.
4. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

#### d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated on a semi-annual basis (every six months) during the contract period of performance. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Performance Evaluation Management Plan (PEMP) located in Section J, Attachment 3, in Section B.
2. The criteria set forth in the PEMP shall be used to evaluate the Contractor's performance.
3. The findings of the evaluation will determine the amount of the award fee earned by the Contractor, or why it was not earned for the identified evaluation period, in order that the Contractor may maintain or improve its performance during the next evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.
4. The Contracting Officer will notify the Contractor, in writing, of the award fee earned for the evaluation period. Upon receipt of this notification, and an administrative modification executed unilaterally by the Contracting Officer to increase the funding by the amount of the award fee earned, the Contractor may submit a public voucher for payment. Payment of the award fee shall be subject to the withholding provision of the clause entitled, "Fixed Fee."
5. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

### **ARTICLE B.3. ADVANCE UNDERSTANDINGS**

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

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **ARTICLE C.1. [DESCRIPTION-SPECIFICATION-WORKSTATEMENT-STATEMENT OF WORK]**

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated April 4, 2008, attached hereto and made a part of this Solicitation (See SECTION J, Attachment 3).
- b. The applicable Privacy Act System of Records Number specified in Article H.6. shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Project Officer(s).

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

1. All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the organization name, contract number and quantity (indicate partial/final shipment). The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition and deliver to the following address:

NIDDK Office of Acquisitions

National Institute on Alcohol Abuse and Alcoholism (NIAAA)

R&D Contracts Management Branch

5635 Fishers Lane

Room 3016, MSC 9304

Bethesda, Maryland 20902-9304

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FOR EXPRESS MAIL: Rockville, MD 20852-1705

2. As appropriate, note on the face page of all reports and , when feasible on the binding, (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2", etc.

## SECTION E - INSPECTION AND ACCEPTANCE

1. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
2. For the purpose of this SECTION, [The Project Officer] is the authorized representative of the Contracting Officer.
3. Inspection and acceptance will be performed at:  
NIDDK Office of Acquisitions  
National Institute on Alcohol Abuse and Alcoholism (NIAAA)  
R&D Contracts Management Branch  
5635 Fishers Lane  
Room 3016, MSC 9304  
Bethesda, Maryland 20892-9304

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FOR EXPRESS MAIL: Rockville, MD 20852-1705

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

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. The full text of the clause may also be accessed electronically at: <http://www.arnet.gov/far/>.

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



## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

#### PERIOD OF PERFORMANCE

The anticipated period of performance for this acquisition is September 16, 2008 through September 15, 2013.

### ARTICLE F.2. DELIVERIES

#### SCHEDULE OF DELIVERABLES/REPORTING REQUIREMENTS

The following reports and deliverables listed below and identified in Paragraph 3.b. of the Statement of Work (located under Section J, Attachment 3), shall be *electronically* submitted to the *NIAAA Project Officer* with *six (6) hard copies* submitted to the *NIAAA Contracting Officer* unless otherwise specified.

Reports submitted under this contract shall reference and cite the contract number in addition to identifying the National Institute on Alcohol Abuse and Alcoholism (NIAAA) as the sponsoring agency.

##### 1. Planning Meeting

Within four (4) weeks after contract award, the Contractor and appropriate Contractor staff shall meet with the Government Project Officer and appropriate NIAAA staff to plan activities to be conducted during the five-year contract period of performance, with particular emphasis on activities to be conducted during the first contract year. A similar meeting shall be held at the start of each subsequent contract year.

##### 2. Plan of Performance

Within five (5) weeks after contract award, the Contractor shall submit a report including (1) a general outline of issues discussed and directions proposed at the Planning Meeting and (2) a draft plan of performance for the first contract year. The draft plan of performance shall include proposed topics for reports to be submitted in the first contract year, a detailed time schedule for completion of all tasks proposed for that year, and projected personnel and fund expenditures and only needs to be submitted to the NIAAA Project Officer.

The Contractor shall submit the draft plan of performance at the beginning of Year 2, Year 3, Year 4, and Year 5 (for tasks to be conducted during each of those years) to the Project Officer only.

The final version of each plan of performance shall be submitted within ten (10) calendar days of approval of the draft plan of performance to both the NIAAA Contracting Officer and Project Officer.

##### 3. Monthly Progress Report

The Contractor shall submit a monthly letter report briefly stating the progress made, including percent completion of the project as of the end of the reporting period. Specific areas of interest shall include work completed and in-progress, technical assistance provided, difficulties encountered during the reporting period and remedial action taken, and a statement of activity anticipated during the subsequent reporting period. The reports shall also include any changes of personnel concerned with the project.

Monthly progress reports are due within ten (10) days after the end of the preceding month.

##### 4. Data Reference Manuals

The Contractor is to compile data and produce up to two (2) Data Reference Manuals during the contract period of performance. One of these manuals shall be submitted at the end of year two and one at the end of year four.

The year 2 Data Reference Manual will be on NESARC Wave II. Every major aspect of every Data Reference Manual (including selection of the topic, data sets analyzed, major analytic approaches, and review of the literature) shall be subject to review and prior approval by the Project Officer. Each major phase of report development shall be reviewed and approved by the Project Officer before the Contractor proceeds.

The Contractor shall submit the draft version of each Data Reference Manual to the Project Officer only. The final version of the Data Reference Manual shall be submitted to the NIAAA Contracting Officer. In addition, the final version of the Data Reference Manual shall be submitted in electronic format, suitable for posting on the NIAAA website (as specified by the NIAAA Project Officer). The Contractor shall also print an additional 3000 to 4000 hard copies of each Data Reference Manual for distribution to researchers and the public.

#### 5. Alcohol Statistics

The Contractor shall periodically update the online setup text and tables on alcohol- related epidemiologic data, which is posted on the NIAAA website at <http://www.niaaa.nih.gov/Resources/DatabaseResources/QuickFacts/default.htm>. The Contractor shall also develop new text and tables, addressing new topics and/or based on new data sources, as available, and provide them in an electronic format suitable for posting on the NIAAA website (as specified by the Project Officer). All new text and tables (including topics and data sources) shall be subject to review and prior approval by the Project Officer.

#### 6. Surveillance Reports

The Contractor shall produce Surveillance Reports on up to three (3) topics each year of the contract period of performance. These reports shall be completed by the 12th month of each contract year.

Each major aspect of every surveillance report (including data analyzed, major analytic approaches, and review of the literature) shall be subject to review and prior approval by the Project Officer.

Each major phase of report development shall be reviewed and approved by the Project Officer, before the Contractor proceeds. The Contractor shall submit a draft version of the information electronically to the Project Officer only review and approval. The final version of each surveillance report shall be submitted in a format suitable for posting on the NIAAA website (as specified by the Government Project Officer).

#### 7. Epidemiologic Bulletins

The Contractor shall produce one (1) to two (2) epidemiologic bulletins per contract year. The scheduling of these deliverables must remain flexible depending upon the availability of subject matter, as well as to accommodate the needs of the journal entitled, Alcohol Research and Health. The Project Officer will provide ample time when notifying the Contractor of the need for one of these products.

Every major aspect of every Epidemiologic Bulletin (including selection of the topic, data analyzed, major analytic approaches, and review of the literature) shall be subject to review and prior approval by the Project Officer. Each major phase of report development shall be reviewed and approved by the Project Officer before the Contractor proceeds.

#### 8. Ad Hoc Special Reports

Special reports appropriate to the organization structure and resource of the AEDS are occasionally required (often with extreme urgency). These reports characteristically require immediate and comprehensive response. As directed by the Project Officer, sufficient resources shall be applied to these various high priority critical requests. Up to two (2) special reports may be prepared during each twelve (12) month period.

Each major aspect of every ad hoc special report (including data analyzed, major analytic approaches, and review of the literature) shall be subject to review and prior approval by the Project Officer. Each major phase of report development shall be reviewed and approved by the Project Officer before the Contractor proceeds.

The Contractor shall submit a draft version of each ad hoc special report to the Project Officer for review and approval before preparing final copy. The Contractor shall also print up to 5000 additional hard copies of each ad hoc special report for distribution to researchers and the public. The specific number printed shall be recommended by the contractor when the draft version of the special report is submitted.

#### 9. Alcohol Epidemiologic Data Directory

The Contractor shall update the Alcohol Epidemiologic Data Directory one (1) time during the contract in Year four (4). For each data set listed in the Directory, the descriptive information provided by the Directory shall include: sponsoring agency; point of contact (including web address if available); sample design, characteristics, and size; data collection

procedure; and alcohol variables. The final version shall be submitted suitable for posting on NIAAA's website (as specified by the Project Officer). The Contractor shall also print 100-150 copies of the Data Directory for distribution to researchers and the public.

#### 10. Analytic Reports

The Contractor shall submit up to three (3) analytic reports each year, suitable for publication in peer-reviewed journals. Publication is expected. These reports shall be prepared in collaboration with NIAAA staff. Each major aspect of each analytic report (including selection of the topic, data sets analyzed, major analytic approaches, and review of the literature) shall be subject to review and prior approval by the Project Officer. Each major phase of report development shall be reviewed and approved by the Project Officer before the Contractor proceeds to the next phase.

The Contractor shall submit a draft copy of the final version of each analytic report in electronic format to the NIAAA Project Officer only. Upon approval from the Project Officer, the final version shall be submitted. The Contractor shall maintain an electronic version of the published report for distribution to researchers and the public.

#### 11. Posters and Slides

The Contractor shall prepare posters and slides for presentation at research conferences/meetings as required throughout the contract period of performance. All posters and slides shall be subject to review and prior approval by the Project Officer.

#### 12. Draft Final Report

The Contractor shall submit the draft final report to both the NIAAA Project Officer and the NIAAA Contracting Officer. The draft report shall describe the activities and accomplishments of the Contractor in the performance of this contract and shall be submitted two (2) months prior to the completion of the period of performance. The Government will review and return the approved draft with comments, if necessary, within fifteen (15) calendar days. The draft report shall be typed double space or space and a half and shall include all illustrations, tables, drawings, charts, data sheets, and other pertinent material as is necessary and sufficient to comprehensively explain the results achieved under the contract.

#### 13. Final Report

Within fifteen (15) calendar days prior to completion of the period of performance, the Contractor shall submit the Final Report.

#### 14. Award Fee Meeting Materials

The Contractor shall submit a Summary of Activities Report for NIAAA's use to perform periodic Performance Evaluations required for award fee under the contract. This report shall address each of the award fee performance standards identified in the Performance Evaluation Management Plan (PEMP) located in Attachment 3, Section B. This report shall be submitted two (2) weeks prior to the scheduled award fee meetings.

#### 15. Transition to Successor Organization

The Contractor shall facilitate and ensure the smooth continuation of AEDS operations and performance of the various contract activities by the successor organization upon completion or termination of this contract. The Contractor shall provide transition to the successor organization by a detailed in-person briefing for staff of the successor organization and others designated by the Project Officer to familiarize them with the operation of the AEDS and procedures for conducting the various activities.

At the completion or termination of this contract, the Contractor shall submit to the Project Officer or designee whatever paper files, reference materials, data files, computer programs, presentation materials, and other information and materials obtained or generated in the performance of the contract and not already included in previous submissions. This requirement includes any and all equipment that may have been purchased or leased or otherwise obtained using contract funds.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### ARTICLE G.1. PROJECT OFFICER

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

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

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

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

The Government may unilaterally change its Project Officer designation.

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

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

(End of Clause)

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

Name	Title

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

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

1. In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

a. Name of the Office of Acquisitions: **NIDDK Office of Acquisitions, Branch C.**

b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is:

**" niaabranchinvoices@mail.nih.gov"**

c. Vendor Identification Number. This is the 7 digit number that appears after the Contractor's name in Block 7 of Standard Form 26.

d. DNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.

e. Identification of whether payment is to be made using a two-way or three-way match. This contract requires a Two-Way match.

1. Payment requests shall be submitted as follows:

a. One original to the following designated billing office:

National Institutes of Health  
Office of Financial Management  
Commercial Accounts  
2115 East Jefferson Street, Room 4B-432, MSC 8500  
Bethesda, MD 20892-8500  
ATTN: NIDDK BRANCH C INVOICES  
( [niaabranchinvoices@mail.nih.gov](mailto:niaabranchinvoices@mail.nih.gov))

b. Two copies to the following approving official:

Contracting Officer  
NIH/NIDDK Office of Acquisitions, Branch C  
National Institute on Alcohol Abuse and Alcoholism  
5635 Fishers Lane Room 3016  
Bethesda, Maryland 20892-9304 MSC 9304  
FOR EXPRESS MAIL: Rockville, MD 20852- 1705

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

#### **ARTICLE G.4. INDIRECT COST RATES**

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

Director, Division of Financial Advisory Services  
Office of Acquisition Management and Policy  
National Institutes of Health  
6100 Building, Room 6B05  
6100 EXECUTIVE BLVD MSC-7540  
BETHESDA MD 20892-7540

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

## ARTICLE G.5. GOVERNMENT PROPERTY

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

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

## ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

### a. Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted annually within 90 days of each award anniversary .

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

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

### b. Electronic Access to Contractor Performance Evaluations

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

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

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

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. HUMAN SUBJECTS**

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

### **ARTICLE H.2. NEEDLE EXCHANGE**

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

### **ARTICLE H.3. PRESS RELEASES**

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

### **ARTICLE H.4. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING SCIENTIFIC INFORMATION**

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

### **ARTICLE H.5. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS**

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

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

### **ARTICLE H.6. PRIVACY ACT, HHSAR 352.270-11 (January 2006)**

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

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



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

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/45cfr5b\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html).

The Privacy Act System of Records applicable to this project is Number 09-25-0036. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: <http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm>.

## ARTICLE H.7. INFORMATION SECURITY

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

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

### a. Information Type

☒ Administrative, Management and Support Information

☒ Mission Based Information

### b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High

Integrity Level: ☒ Low ☐ Moderate ☐ High

Availability Level: ☒ Low ☐ Moderate ☐ High

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

### c. Position Sensitivity Designations

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

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

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

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

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

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

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

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

d. Information Security Training

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

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

e. Rules of Behavior

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

f. Personnel Security Responsibilities

**Contractor Notification of New and Departing Employees Requiring Background Investigations**

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

work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

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

**1. Contractor Agreement**

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

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

**2. Contractor-Employee Non-Disclosure Agreements**

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

**ARTICLE H.8. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (January 2008)**

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

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

In the event of a modification(s) to the contract/order, which adds new EIT products and services or revised the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products and services support Section 508 accessibility requirements. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

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

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

**Schedule for Contractor Submission of Section 508 Annual Report:**

[End of HHSAR 352.270-19(c)]

**ARTICLE H.9. PUBLICATION AND PUBLICITY**

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

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

**ARTICLE H.10. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

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

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

**ARTICLE H.11. TRANSITION PERIOD**

In the event this contract is re-competed to continue the services and the contract is awarded to other than the incumbent contractor, the incumbent contractor agrees to continue providing services without interruption until the expiration date of the contract. The incumbent contractor also agrees to assist the awardee during the transition period in the transfer of function and materials necessary to establish performance at the new awardee's site.

**ARTICLE H.12. LIMITATION ON SUBCONTRACTING**

FAR Clause No. 52-219-14 is applicable to this contract and stated below in full text:

**LIMITATION ON SUBCONTRACTING (DEC 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the the case of a contract for --
  - (1) Services (except construction). At least 50 percent of the cost of a contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

## **PART II - CONTRACT CLAUSES**

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

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

The complete listing of these clauses may be accessed at:

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

#### **General Clauses for a Cost-Reimbursement Service Contract**

## ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

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

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

- a. FAR Clauses **52.215-15, Pension Adjustments And Asset Reversions** (October 2004); **52.215-18, Reversion Or Adjustment Of Plans For Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, 52.215-19, **Notification Of Ownership Changes** (October 1997), are deleted in their entirety.
- b. **Alternate IV** (October 1997) of FAR Clause **52.215-21, Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data--Modifications** (October 1997) is added.
- c. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (November 2007), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- d. FAR Clause **52.227-14, Rights in Data-General** (December 2007) is deleted in its entirety.
- e. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**
- f. THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

## ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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

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

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

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (December 2007).
2. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply** (July 2004).
3. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (June 2003).
4. FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996).
5. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).
6. FAR Clause **52.224-2, Privacy Act** (April 1984).
7. FAR Clause **52.227-18, Rights in Data--Existing Works** (December 2007).
8. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

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

1. HHSAR Clause **352.270-7, Paperwork Reduction Act** (January 2006).

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

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

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



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

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

This contract incorporates the following clauses in full text.

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

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

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

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

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

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

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

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

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

*Notice to Employees*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(End of Clause)*

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

### SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

#### SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	<a href="#">AEDS-ATT#1-PKG&amp;DEL.final.pdf</a>
Attachment 2:	Proposal Intent Response Sheet	<a href="#">AEDSRFPNIAAA08-05,ProposalIntentSheet,ATTACHMENT2.p</a>
Attachment 3:	Statement of Work and PEMP	<a href="#">AEDS-RFP,Attachment3(SOW&amp;PEMP).pdf</a>

#### TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 4:	Summary of Related Activities	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>

#### BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 5:	Proposal Summary and Data Record, NIH-2043	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 6:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	<a href="http://oamp.od.nih.gov/contracts/BUSCOST.HTM">http://oamp.od.nih.gov/contracts/BUSCOST.HTM</a> <a href="http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls">http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls</a>
Attachment 7:	Offeror's Points of Contact	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 8:	Disclosure of Lobbying Activities, OMB Form SF-LLL	<a href="http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf">http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf</a>

#### INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 9:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	<a href="http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf">http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf</a>
Attachment 10:	Privacy Act System of Records	<a href="http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm">http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm</a>
Attachment 11:	Procurement of Certain Equipment, NIH(RC)-7	<a href="http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf">http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf</a>

<b>Attachment No.</b>	<b>Title</b>	<b>Location</b>
Attachment 12:	Roster of Employees Requiring Suitability Investigations	<a href="http://ais.nci.nih.gov/forms/Suitability-roster.xls">http://ais.nci.nih.gov/forms/Suitability-roster.xls</a>
Attachment 13:	NIH Form 1688-1, Project Objectives	<a href="http://forms.nih.gov/adobe/contracts/NH1688_1.PDF">http://forms.nih.gov/adobe/contracts/NH1688_1.PDF</a>
Attachment 14:	NIST SP 800 53 Self Assessment	<a href="http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1final.pdf">http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1final.pdf</a>

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

*(i) The solicitation number;*

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

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

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

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



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

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

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

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

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

*(3) It is the only proposal received.*

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

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

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

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

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

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

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

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

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

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

*(e) Restriction on disclosure and use of data.*

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

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

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

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

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

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

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

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

*(f) Contract award.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(iv) A summary of the rationale for award.*

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

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

*(End of Provision)*

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

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

**b. NOTICE OF SMALL BUSINESS SET-ASIDE**

1. **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
2. **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns, provided that this additional requirement does not apply in connection with construction or service contracts.

**c. NAICS CODE AND SIZE STANDARD**

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

1. The North American Industry Classification System (NAICS) code for this acquisition is 541512.
2. The small business size standard is \$23.0 million.

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

It is anticipated that one award will be made from this solicitation and that the award(s) will be made on/about September 16, 2008.

It is anticipated that the award(s) from this solicitation will be a multiple-year Cost-Reimbursement type Completion contract with a Term of 5 Years with a Period of Performance of September 16, 2008 through September 15, 2013, and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

**e. PERFORMANCE BASED ACQUISITION**

The Government intends to use a Performance Based Acquisition method in the evaluation and award of any contract resulting from this RFP.

The Performance Based contract is designed to motivate the Contractor to perform at a higher standard. Outstanding performance is rewarded through an incentive defined in the contract. The following performance incentive will be used in any contract awarded from this RFP:

**Cost-Plus-Award-Fee (CPAF):** The CPAF contract includes an estimated cost and an award fee amount that is paid based upon periodic evaluations of Contractor performance. The Performance Evaluation Management Plan (PEMP) , included in this RFP sets forth all the elements required for evaluation and determination of the award fee amount. The award fee determination is made unilaterally by the Government and is not subject to Disputes clause procedures. The PEMP is located in Attachment 3, Section B.

**f. ESTIMATE OF EFFORT**

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately **55,120** direct labor hours of effort (26.5 FTEs) for the total five year period of performance.

This estimate includes the offeror's direct labor only, consisting of both professional and support staff. The information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

**g. COMMITMENT OF PUBLIC FUNDS**

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

**h. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

**i. RELEASE OF INFORMATION**

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

**j. PREPARATION COSTS**

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

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

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

Contracting Officer  
 NIDDK Office of Acquisitions  
 NIAAA R&D Contracts Management Branch  
 5635 Fishers Lane Room 3016  
 Bethesda, MD 20892-9304 MSC 9304  
 FOR EXPRESS MAIL: Rockville, MD 20852- 1705

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

(End of Provision)

**2. INSTRUCTIONS TO OFFERORS****a. GENERAL INSTRUCTIONS****INTRODUCTION**

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

**1. Contract Type and General Clauses**

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

**2. Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted as an original plus ten (10) copies of the technical proposal together with an original plus four (4) copies of your business proposal, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof.

**Facsimile and e-mail proposals are not authorized and will not be accepted. Your attention is called to the late proposal provisions provided in Section L of this RFP.**

Proposals shall be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

**I. COVER PAGE**

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

**II. TECHNICAL PROPOSAL**

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions as specified in SECTION J, List of Attachments. Your technical proposal must be concisely written and should be limited to 150 pages, exclusive of personnel qualifications, budget and person-power exhibits. This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis of rejection of your proposal.

### **III. BUSINESS PROPOSAL**

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

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

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

#### **4. Separation of Technical and Business Proposals**

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

#### **5. Alternate Proposals**

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

#### **6. Evaluation of Proposals**

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

#### **7. Potential Award Without Discussions**

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

#### **8. Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and

other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

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

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

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

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

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

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

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

## 10. Privacy Act - Treatment of Proposal Information

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

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

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

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

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

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

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



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

## 11. Selection of Offerors

- a. The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract -

1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

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

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

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

- g. This acquisition is a re-solicitation of a contract scheduled to expire on September 15, 2008. CSR, Incorporated, is located in Arlington, Virginia, is the incumbent contractor. The current contract (N01AA33007) was awarded to CSR in the amount of \$5,863,847 for a five (5) year contract period. This amount included both the estimated cost and the fixed fee.
- h. If this acquisition is awarded to other than the incumbent contractor, a two-week transition period will be utilized. Your attention is directed to Section H, Paragraph 11 entitled, "Transition period". NIAAA anticipates that the transition period will begin on or about September 2, 2008 and end September 15, 2008. The scheduled effective date of this contract will be September 16, 2008.

## 12. Past Performance Information

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

A list of the last five (5) contracts completed during the past three (3) years and five (5) contracts awarded currently being performed that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as exceeding \$50,000 in total.

Include the following information for each contract or subcontract listed:

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

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

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

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

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

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

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

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/ Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

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

(End of provision)

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

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):**

- a. *Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).*
- b. *Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).*
- c. *Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*

## b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

### 1. Technical Discussions

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

#### a. Project Objectives, NIH-1688-1

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

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

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

#### b. Statement of Work

##### 1. Objectives

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

##### 2. Approach

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

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

##### 3. Methods

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

#### 4. Schedule

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

#### c. Personnel

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

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

##### 1. Single Principal Investigator/Project Director

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

##### 2. Other Investigators

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

##### 3. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a

letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

#### 4. Resumes

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

## 2. Other Considerations

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

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

## 3. Technical Evaluation

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

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

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

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

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

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

a. Information Type

☒Administrative, Management and Support Information:

☒Mission Based Information:

b. Security Categories and Levels

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

c. Position Sensitivity Designations

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

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

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

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

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

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

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

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

d. Information Security Training

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

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

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

e. Offeror's Official Responsible for Information Security

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

f. NIST SP 800 53 Self Assessment

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

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

g. Draft Information System Security Plan

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

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

Note to Offeror: The resultant contract will require the draft ISSP to be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.



Also, a contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.

#### h. Common Security Configurations

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

#### i. References

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

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

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

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

### c. BUSINESS PROPOSAL INSTRUCTIONS

#### 1. Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor,

fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

## 2. Proposal Cover Sheet

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

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

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

## 3. Information Other than Cost or Pricing Data

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

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

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

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

### 1. Direct Labor

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

### 2. Materials

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

**3. Subcontracted Items**

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

**4. Raw Materials**

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

**5. Purchased Parts**

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

**6. Fringe Benefits**

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

**7. Indirect Costs**

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

**8. Special Equipment**

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

**9. Travel**

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

**10. Other Costs**

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

**4. HUBZone Small Business Concerns**

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

## 5. Total Compensation Plan

### a. Instructions

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

### b. Evaluation

#### 1. Total Compensation Plan (Professional Employees)

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

#### 2. Cost (Professional Compensation)

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

#### 3. Other (Labor Relations)

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

#### 4. Federal Acquisition Regulation Clauses incorporated by Reference

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

## 6. Other Administrative Data

### a. Property

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

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

### 2. Government Property

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

- a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);
- b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
- c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and
- d. The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

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

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

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

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

*(End of Provision)*

**c. Financial Capacity**

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

**d. Incremental Funding**

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

**Incremental Funding, HHSAR 352.232-75 (January 2006)**

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

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

*(End of provision)*

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

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

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

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

*(End of Provision)*

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

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

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

## 7. Qualifications of the Offeror

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

### a. General Experience

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

### b. Organizational Experience Related to the RFP

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

### c. Performance History

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

### d. Pertinent Contracts

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

### e. Pertinent Grants

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

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

## 8. Subcontractors

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

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

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

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

## 9. Proposer's Annual Financial Report

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

## 10. Representations and Certifications - SECTION K

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

## 11. Travel Costs/Travel Policy

### a. Travel Costs - Commercial

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



**b. Travel Policy**

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

## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. GENERAL

The major evaluation factors, and for this solicitation include technical (which encompasses experience and past performance factors), and cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost. The Government intends to make an award to that offeror whose proposal provides the best overall value to the Government.

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

### 2. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS PROPOSAL. The qualification criteria establishes conditions that must be met at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

- Physical location of the offeror's facilities and its ability to conduct at least weekly face-to-face, inter-staff meetings with the NIAAA Project Officer and other NIAAA staff and appropriate staff of the offeror are important. The offeror must be able to meet in person with the NIAAA Project Officer on about three (3) hours notice, if needed.

### 3. TECHNICAL EVALUATION CRITERIA

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

#### 1. General

Selection of an offeror for contract award will be based on an evaluation of proposals against two (2) factors. The factors in order of importance are: technical (which encompasses experience and past performance factors), and cost. Although technical factors are of paramount consideration in the award of the contract, past performance and cost are also important to the overall contract award decision. All evaluation factors other than cost, when combined, are significantly more important than cost. In any case, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value for the government.

Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors shall submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

#### 2. Technical Evaluation Criteria

The following weighted criteria will be used as the basis for evaluating proposals for this acquisition.

#### **Criterion/ Weight**

##### **a. Personnel - 50 Points**

Curricula vitae, resumes, and other appropriate information must be submitted for all personnel. All personnel, including those who are not current members of the offeror's staff, must be identified. The offeror must demonstrate that personnel assigned to the project possess the qualifications, expertise, and experience necessary to carry out the requirements of the Statement of Work as follows:

*Project Manager (20 points)*

The project manager should have a PhD (or equivalent) degree in a scientific field (including, but not limited to, biology, statistics, social science, or epidemiology). The project manager should have experience in alcohol epidemiology, as demonstrated by his/her publication track-record. The project manager should be familiar with major survey databases used in alcohol epidemiology (including, but not limited to NESARC, NHIS, NHANES), and with the strengths and limitation of those databases. The project manager should have experience running SAS and SUDAAN software. The project manager should have strong organizational, supervisory, and communications skills.

*Senior Analyst (20 points)*

The senior analyst should have a PhD (or equivalent) degree in a scientific field (including, but not limited to, biology, statistics, social science, or epidemiology). He/she should have strong computer programming skills as well as strong writing and presentation skills. The senior analyst should have a strong publication track record with at least one peer reviewed manuscript on an alcohol-related topic. The senior analyst should have strong communication skills. He/she will be expected to collaborate with NIAAA staff on manuscripts. He/she should have the flexibility to run data analysis and work on manuscripts in several alcohol-related areas. The senior analyst should be familiar with major survey databases used in alcohol epidemiology (including, but not limited to NESARC, NHIS, NHANES), and with the strengths and limitation of those databases. The senior analyst should be skilled with SAS and SUDAAN software.

*Senior Programmer (5)*

The senior programmer should be highly skilled at running SAS and SUDAAN software. He/she should have experience running data from major survey databases. The senior programmer should be able to respond quickly to programming requests and should be able to clearly communicate results through tables and oral presentations.

*Other staff (5)*

Qualifications of other staff must be appropriate for their positions as demonstrated by their training, degrees, and past experience.

**b. Technical Approach - 30 Points**

The proposal must reflect a clear understanding of the requirements of the Statement of Work and of methods and procedures to be developed and used to meet these requirements. The offeror should fully address the major scientific, technical, and administrative aspects of performing each task. The technical approach will be evaluated on the quality and feasibility of proposed activities, soundness of work plans, project schedules, methodology, and procedures for data development and analysis. The technical proposal must include a detailed work plan indicating the allocation of resources and the time required to complete each task and reach the scheduled milestones.

To indicate the offeror's understanding of the project's scope, purpose and management requirements, the offer shall submit a proposed model monthly progress report to reflect the status of the project regarding the use of personnel, charges, and other relevant aspects to monitor the project and adhere to project milestones.

**c. Corporate Management Capability and Facilities - 20 Points**

The proposal must document that the offeror has had recent successful experience in managing similar contracts or related work of comparable scientific/technical complexity. The offeror must submit a corporate management plan that clearly defines lines of authority and responsibility between the corporate organization itself and the proposed research project. Corporate individuals having oversight responsibility for the proposed project must be identified. An organizational chart that reflects the management plan and shows lines of authority between the project director, the corporate structure, and the Government Project Officer must be included in the proposal. The proposal must also describe quality control procedures both at the corporate level and within the proposed project; these procedures should be designed to ensure that project goals and

milestones will be met and that contract products will be of the highest scientific and technical quality. The facilities and equipment proposed for this project must be described in detail and must be adequate to conduct the activities required by the Statement of work.

A major consideration shall be the adequacy of the physical location of the offeror's facilities, and its ability to conduct at least weekly face-to-face, inter-staff meetings with the NIAAA Project Officer and other NIAAA staff. The offeror must be able to meet in person with the NIAAA Project Officer on about three (3) hours notice, if needed. The offeror must address how they will economically and realistically meet this requirement to achieve rapid responses to requests for information which may require a high degree of interactions between the contractor's staff and the project officer.

### 3. Past Performance Factor

An evaluation of the offeror's past performance information will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than past performance.

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

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

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

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

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

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