



**SAIC-Frederick, Inc.**  
 A subsidiary of Science Applications International Corporation

**1. Subcontract No.**  
 28XS090

**2. Solicitation No.**  
 S08-090

**3. Date Issued**  
 01/31/08

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4. Maryland Sales and Use Tax Direct Pay Permit No. 3

5.  Sealed Bid (IFB) Solicitation  
 Negotiated (RFP) Solicitation

6. Requisition No.  
 1X5343

7. Issued By: SAIC-Frederick, Inc.  
 Research Subcontracts  
 P.O. Box B  
 Frederick, Md. 21702

Address Offer To: SAIC-Frederick, Inc.  
 92 Thomas Johnson Drive, Suite 250  
 Frederick, MD 21702  
 ATTN: Kimberly A. Iman

8. Delivery Date: n/a

9. Place of Delivery: n/a

10. FOB: Destination

**SOLICITATION**

11. To be timely, offers must be received at the location specified in Item 7 by **5:00 PM (EST) February 28, 2008**. Packaging shall be marked to show solicitation number.

12. FOR INFORMATION CALL: Name: Kimberly A. Iman Telephone No. NO TELEPHONE CALL ACCEPTED  
 Email questions in writing to [imank@mail.nih.gov](mailto:imank@mail.nih.gov) or by facsimile at 301-228-4037 by 5:00 p.m. (EST) February 21, 2008.

OFFER/SUBCONTRACT CONSISTS OF:

**Part I – The Schedule**

- A. Solicitation/Contract Form
- B. Supplies or Services and Prices/Costs
- C. Description/Specs./Statement of Work
- D. Packaging and Marking
- E. Inspection and Acceptance
- F. Deliveries or Performance
- G. Contract Administration Data
- H. Special Contract Requirements

**Part II – Contract Clauses**

- I. Contract Clauses

**Part III – List of Documents, Exhibits and Other Attachments**

- J. List of Attachments

**Part IV – Representations and Instructions**

- K. Representations, Certifications and Other Statements
- L. Instructions, Conditions, and Notices to Offerors
- M. Evaluation Factors for Award

**SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
	See Statement of Work in Section C				

13. If this offer is accepted within 90 calendar days from the date for receipt of offers specified above, the offeror shall be required to furnish any or all items or services in accordance with the terms of the offer.

14. DISCOUNT FOR PROMPT PAYMENT <i>(In connection with any discount for prompt payment, time shall be computed from the date of invoice acceptance.)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	__ CALENDAR DAYS %
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15. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

16. Name and Address of Offeror

17. Name and Title of Person Authorized to Sign Offer

18. Submission of a signed offer constitutes an understanding and unqualified acceptance of all terms, conditions, obligations and statements or certifications made herein (or by reference) or as attached hereto.

19. Signature

20. Offer date

**AWARD**

21. Accepted As To Items Numbered:

22. Amount:

23. Accounting Data: 21769205

24. Name/Title of Person Authorized to Sign - SAIC-Frederick, Inc.

25. Signature of Person Authorized to Sign-SAIC-Frederick, Inc.

26. Award Date

## **PART I—THE SCHEDULE**

### **SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS**

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

Independently, and not as an agent of SAIC-Frederick, Inc, the Subcontractor shall furnish services, qualified personnel, materials, equipment, facilities not other wise provided under the terms of this Contract, as needed to provide support for caGRID Infrastructure Adoption and caBIG Tools.

#### **ARTICLE B.2. TYPE OF CONTRACT**

This is a Time-and-Materials subcontract as described in FAR Part 16.601. A Time-and-Materials subcontract provides for acquiring supplies or services on the basis of (1) Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (2) Materials at cost, including, if appropriate, material handling costs as part of material costs. The subcontractor may not exceed the established ceiling amount without the prior approval of the Contracting Officer.

#### **ARTICLE B.3. PRICES/COSTS**

The total ceiling amount for this Time-and-Materials subcontract is \$ \_\_\_\_\_. Upon award, see Attachment 2 – Approved Budget.

#### **ARTICLE B.4. ADVANCE UNDERSTANDINGS**

A. Items to be Furnished to the Subcontractor: TBD

B. Pre-award Expenses: None

C. Travel Costs

Travel including lodging, other subsistence, and incidental expenses shall be allowable only to the extent that they do not exceed the amounts allowed for Federal employees and as provided in the approved budget for each awarded Task Order. The Subcontractor, therefore, shall invoice and be reimbursable for all travel costs in accordance with 31.205-46 (or FAR 31.3 for Educational Institutions). All required travel not identified in the cost proposal submitted must be pre-approved by the Contracting Officer before costs may be incurred.

D. Confidentiality, Data Use, Disclosure of Information and Handling of Sensitive Information

The subcontractor shall address the potential sensitivity of the information collected, information security issues, local Institutional Review Board (IRB) requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in its design of the system in question. The system shall accommodate the needs and actual uses, related to these laws and regulations, of caBIG™ participants.

Final regulations issued by the Department of Health and Human Services (DHHS) provide privacy and security standards that must be observed in the handling of patient data resulting from biomedical research. HIPAA privacy standards will be used to establish safeguards and restrictions for the use and disclosure of research records. HIPAA security standards will be used to help cancer centers implement administrative, physical, and technical safeguards to protect electronic health information. Improper use or disclosure of sensitive information under the rules may be subject to criminal or civil sanctions prescribed in HIPAA.

The Subcontractor will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of all information. The Subcontractor will provide information only to its employees, other Subcontractors, and any other NCI affiliate having a need to know such information in the performance of their duties for this project.

Information made available to the Subcontractor by the Government for the performance or administration of this effort will be used only for those purposes and will not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the Subcontractor for use in the performance or administration of this effort, the Subcontractor, except with the written permission of the Contracting Officer, will not use such information for any other purpose. If the Subcontractor is uncertain about the availability or proposed use of information provided for the performance or administration, the Subcontractor will consult with the NCI Project Officer regarding use of that information for other purposes.

The Subcontractor agrees to protect the confidentiality of Government records that are not public information. Each officer or employee of the Subcontractor to whom information may be made available or disclosed will be notified in writing by the Subcontractor that such information may be disclosed only for the purpose and extent authorized. Subcontractor will not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government or upon written approval by the Contracting Officer. The Subcontractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than is required in the performance of this effort.

All data received, processed, evaluated, loaded, and/or created as a result of this Subcontract will remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

## **SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **ARTICLE C.1. STATEMENT OF WORK**

#### **A. Background**

Biomedical research is becoming an increasingly collaborative undertaking. Parallel advances in biotechnology and informatics are creating new possibilities for discovery as well as increased demands for information sharing and exchange capabilities. To date, most existing databases and analytical tools have been developed independently, with tremendous variability in data rules, processes, vocabularies, and representations. Overall, there has been a lack of any unifying architectures to support interoperability among these databases, knowledge stores, and software tools. An overarching infrastructure is urgently needed to support the technological and lexical standards upon which such interoperability critically depends.

In particular, the need to accelerate the translation of basic research discoveries into new clinical therapies demands that the channels for communication, data exchange, and collaboration—among cancer centers along all points of the basic-to-clinical spectrum—must be significantly expanded. Recognizing the major national impact that a true networking of cancer centers can achieve, the National Cancer Institute (NCI) introduced the *cancer Biomedical Informatics Grid* (caBIG) initiative to address these issues in the cancer research community.

The caBIG initiative will expedite access of the cancer research communities to key bioinformatics platforms. In partnership with the cancer research community, caBIG has created a common, extensible informatics platform that integrates diverse data types and supports interoperable analytic tools. This platform will allow research groups to tap into the rich collection of emerging cancer research data while supporting their individual investigations. The participation of multiple cooperating Cancer Centers in the pilot stages of this effort has ensured that the user community's needs are appropriately addressed, and, that the stakeholders in the enterprise will embrace the emerging vocabulary harmonization and data exchange standards.

This common, open standards based service oriented data interoperable platform, known as caGrid, (<https://cabig.nci.nih.gov/workspaces/Architecture/caGrid/>), is currently deployed at the National Cancer Institute Center for Bioinformatics and Information Technology (NCICBIIT).

The NCICBIIT has published caBIG™ compatibility guidelines to assist in the development of interoperable systems. These guidelines, which underpin caBIG™ tools, also provide a roadmap for interested IT industry and systems providers to broaden the reach of their products by building caBIG™ compatibility into their software applications. Details regarding the compatibility guidelines can be found at: [https://cabig.nci.nih.gov/guidelines\\_documentation/](https://cabig.nci.nih.gov/guidelines_documentation/).

The Compatibility Guidelines are technology neutral. They define a set of criteria that, when followed, allow for the construction of data systems at increasingly interoperable levels: from 'Legacy' (not interoperable) through 'Bronze', 'Silver' and 'Gold' (fully interoperable through the caGrid infrastructure). The guidelines cover four areas of interoperability: interface integration (the way that a system is accessed), information models, vocabularies/terminologies and ontologies, and data elements, with specific requirements in each area for a given level of compatibility.

NCICBIIT provides a variety of enabling technologies to assist in the construction of caBIG™ compatible software systems, including:

- NCICBIIT Core Infrastructure

<http://ncicb.nci.nih.gov/NCICB/infrastructure>

- caGrid Core Infrastructure  
<https://cabig.nci.nih.gov/workspaces/Architecture/caGrid/>
- caCORE Software Development Kit  
<http://ncicb.nci.nih.gov/NCICB/infrastructure/cacoresdk>
- Common Security Module (CSM)  
[http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore\\_overview/csm](http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore_overview/csm)

The caBIG™ program having completed successfully the pilot phase, is now embarking on an Enterprise Phase, in which adoption of caBIG™ among a broader segment of the cancer research community will be facilitated through a variety of technical, product, service and training programs.

To expedite the process, key caBIG™ resources are being grouped, tested and packaged together into bundles. At present, two software bundles and one policy and procedures bundle are being prepared for release in 2008 ([https://cabig.nci.nih.gov/getting\\_connected/working\\_with\\_cabig/](https://cabig.nci.nih.gov/getting_connected/working_with_cabig/)). The three bundles, which will establish the foundation of interoperability within and across the organizations that deploy them, are:

- Clinical Trials Compatibility Framework
- Life Sciences Distribution
- Data Sharing and Security Framework

In anticipation of the increase in the number of communities that would need to be supported in the Enterprise phase, the National Cancer Institute (NCI) foresees needing additional technical service beyond the scope of what is available currently.

This SOW is designed to solicit proposals from firms that have the capability and flexibility to provide a wide array of services including: high level understanding of the caBIG program, understanding and capability of using the tools developed by caBIG program and technical capability to provide hands-on guidance to the user community.

## **B. Purposes and Objective of Procurement**

The objective of this Statement of Work (SOW) is to provide technical resources to support organizations that are interested in adopting NCICBIIT core technologies (<http://ncicb.nci.nih.gov/NCICB/infrastructure>) and caGrid federated infrastructure (<https://cabig.nci.nih.gov/workspaces/Architecture/caGrid/>) locally in their organizations.

The successful contractor is expected to lead the implementation effort by providing both a high level overview of the relevant tools and then providing technical resources that can support the adoption of the technologies within the organizations.

Specifically, the following objectives are intended by this SOW:

Take lead in supporting organizations that are interested in understanding the NCICBIIT federated infrastructure and the caBIG compatibility guidelines

Provide guidance to the organizations to help them determine the set of caBIG standards, technologies and tools that meets the organization's needs

Support organizations adopting the selected caBIG tools and technologies by providing hands-on support as needed for development, installation and development.

Provide high level technical experts to support organizations that are interested in adopting the caBIG standards, tools and infrastructure locally

Provide hands-on guidance for adopting the caBIG tools and technologies within organizations

Support the enterprise phase of caBIG program including various activities initiated by Getting Connected to caBIG™ program ([https://cabig.nci.nih.gov/getting\\_connected/working\\_with\\_cabig/](https://cabig.nci.nih.gov/getting_connected/working_with_cabig/))

Communicate closely with relevant Workspace leads, Knowledge Centers, caBIG Program Staff and NCI product leads.

## **C. Specific/Overall Tasks**

### **1. Work to be Performed/General Requirements**

The Subcontractor shall furnish the National Cancer Institute Center for Bioinformatics (NCICBIIT) with professional service expert(s).

It is expected that the successful team will engage with the NCICBIIT caBIG Workspace facilitators, caBIG™ Program Management Subcontractors and other NCICBIIT and Subcontractor staff members to perform the task associated with this SOW using the following general procedure:

- The Subcontractor works with the NCICBIIT Project Officer to select the organizations for providing engagement support from this SOW and determine the level of support to be provided to the selected organizations
- NCICBIIT Project Officer decides the priorities for deploying the Subcontractor resources
- The Subcontractor initiates the engagement process with the selected organization independently or supporting the NCICBIIT Project Officer or their designee.
- The Subcontractor provides on-going status of the engagement activity to the NCICBIIT Project Officer.

It is hard to estimate the number of organizations that will require the services offered by the Subcontractor. Also, the type and level of engagement may be different for each organization. Government estimates that the number of organizations could range from 10 to 50. The number is expected to grow during the course of the period of performance. The actual number of projects supported by this SOW would be limited by available resources and prioritized based on the procedure described in the scope.

The components of NCICBIIT core infrastructure, including Cancer Data Standards Repository (caDSR), Enterprise Vocabulary Service (EVS), Software Development Kit (SDK), Common Security Module (CSM), caAdapter and the caGrid infrastructure all together form the foundation of the caBIG infrastructure. It is expected that the Subcontractor team will work closely with the NCICBIIT product managers for each of the individual products as necessary to complete the engagement activity successfully. The Subcontractor team is expected to become intimately familiar with all the above products and be able to provide independent hands-on guidance to the organizations in the use of these products.

The Subcontractor team is expected to raise risks that are beyond their control to the NCICBIIT project officer and work constructively with all the affected teams to present alternatives to NCICBIIT for risk mitigation. In all cases, the NCICBIIT project officer will be responsible for final decision on each project.

### **2. Work to be Performed/Specific Requirements**

The specific tasks for meeting the scope of work are as listed in this **Section C SOW**. The offeror must submit a proposal for all the tasks listed in **Section C**. In addition, the offeror may submit additional tasks not listed in **Section 3**, but which meet the objective and the scope of work.

The Subcontractor will provide \_\_\_\_\_ total hours of professional services for the tasks associated with this SOW. The Subcontractor will propose the breakdown of hours within various skill categories required for the successful execution of the tasks in the SOW.

The Subcontractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. Specifically, the Subcontractor shall perform the following specific tasks:

### **3. Project Management**

The Subcontractor will provide project management resources to deliver full project management life-cycle solutions including planning, tracking, deployment, and completion. Through the provision of Project Management services, the Subcontractor will develop effective plans and minimize scope changes by setting realistic objectives, facilitate communications issues and consensus building among various project groups, communicate all requested services that are not provided for via this SOW as exceptions to NCICBIIT Project Officer, maintain a focus on deliverables and use off-the-shelf project management software to track all aspects of projects.

The Subcontractor will provide a part-time Project Manager with extensive knowledge of Project Management Institute (<http://www.pmi.org/info>) methodology for the duration of the Period of Performance.

The part-time Project Manager shall:

- Follow the Project Management Institute methodology
- Deliver full project management life-cycle solutions including planning, tracking, deployment, and completion for all projects

- Develop effective plans and minimize scope changes by setting realistic objectives
- Facilitate communications issues and consensus building among various project groups
- Communicate all requested service that is not provided for via this SOW as exceptions to NCICBIIT Project officer.
- Use off-the-shelf project management software to track all aspects of projects

The project manager shall engage with the NCICBIIT project officer to determine organizations that are suitable for providing support from this SOW.

The specific tasks would include:

- Plan and coordinate the meetings with the selected organization and develop a engagement plan for each selected site
- Develop presentation materials and documentation pertaining to the engagement tasks requested by NCICB and present at various events such as caBIG Annual meeting, Workspace meetings, etc.
- Provide a short summary report at the end of every engagement indicating areas of improvement and technical issues for development/maintenance team.
- Perform customer relations management for each organization engaged by this SOW.

#### **4. Engagement Lead**

The Subcontractor will coordinate with the point of contact at the selected organization (called as “client”) and lead the engagement process

The specific engagement support would include:

- Providing a high level overview of the caBIG program and available tools based on areas of interest.
- Provide detailed technical briefings on use of available caBIG tools by organization.
- Provide detail overview and guidance of additional resources available within the program tailored to the organization needs including: Training, Support, email listservs, workspaces etc
- Working with the organization’s representative, develop a detailed engagement plan that supports the organization’s needs and is within the available resources for this SOW
- Provide technical oversight to each engagement and support project manager in planning the engagements
- Engage the technical teams and the NCICBIIT Product Managers as needed for completing the engagement successfully

Participate in various training programs conducted by NCICBIIT (<http://gforge.nci.nih.gov/projects/train-materials/>) by providing hands-on training and materials.

#### **5. Technical Services**

The technical team will work under the guidance of the engagement lead and along with the organization’s technical team to support the adoption activity.

The specific technical tasks would vary by organization’s needs, but in general would include:

- Provide hands-on implementation guidance in the use of NCICBIIT core infrastructure components to successfully develop caBIG™ silver compatible software systems.
- Provide hands-on implementation guidance in the use of caGrid tools such as Introduce Toolkit and Global Model Exchange to successfully develop caBIG™ Gold Compatible systems.
- Provide hands-on guidance for deploying the caGrid Gold compatible services either to the existing NCICBIIT grid infrastructure (training or production grid infrastructure) or deploying it locally within the organization
- Support the installation and deployment of selected caBIG tools and/or services developed using caBIG tools, locally or to the NCICBIIT production grid infrastructure including (but not limited to):
  - Clinical Trials Framework ([https://cabig.nci.nih.gov/getting\\_connected/1\\_ClinicalTrial\\_bundle\\_LOWres.pdf](https://cabig.nci.nih.gov/getting_connected/1_ClinicalTrial_bundle_LOWres.pdf))
  - Life Sciences Distribution ([https://cabig.nci.nih.gov/getting\\_connected/2\\_LifeSciences\\_bundle\\_LOWres.pdf](https://cabig.nci.nih.gov/getting_connected/2_LifeSciences_bundle_LOWres.pdf))

- caGrid (<https://cabig.nci.nih.gov/workspaces/Architecture/caGrid/>)
- Provide guidance on hardware and software configuration required to support caBIG™ tools within organization
- Provide hands-on implementation guidance for integrating the organization with the caGrid production infrastructure, including (but not limited to):
  - Integrating the organization identify management to the caGrid trust fabric
- Troubleshooting of the application if needed for successful installation. Provide technical support as requested by the organization.

#### **D. Subcontractor Qualifications**

The selected subcontractor will be leading the implementation of caBIG tools **independently** at adopter sites. It is essential that the Subcontractor team will have demonstrated knowledge of following:

- Understanding of the caBIG Compatibility Guidelines ([https://cabig.nci.nih.gov/guidelines\\_documentation/](https://cabig.nci.nih.gov/guidelines_documentation/))
- Deployment and configuration of caGrid core infrastructure ([http://gforge.nci.nih.gov/frs/download.php/2388/caGrid-1.1\\_Installer\\_Users\\_Guide.pdf](http://gforge.nci.nih.gov/frs/download.php/2388/caGrid-1.1_Installer_Users_Guide.pdf))
- Using Unified Modeling Language (UML) (<http://www.omg.org/technology/documents/formal/uml.htm>)

The selected Subcontractor must also demonstrate understanding using at least **three** of the following caBIG™ tools:

- caCORE Software Development Kit (<http://ncicb.nci.nih.gov/NCICB/infrastructure/cacoresdk>)
- Common Security Module ([http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore\\_overview/csm](http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore_overview/csm))
- Cancer Data Standards Repository ([http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore\\_overview/cadsr](http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore_overview/cadsr))
- Enterprise Vocabulary Services ([http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore\\_overview/vocabulary](http://ncicb.nci.nih.gov/NCICB/infrastructure/cacore_overview/vocabulary))
- caTissue Core (<https://cabig.nci.nih.gov/tools/catissuecore/?searchterm=caTissue%20Core>)
- caIntegrator (<https://cabig.nci.nih.gov/tools/caIntegrator>)
- National Cancer Imaging Archive (<https://cabig.nci.nih.gov/tools/NCIA>)
- caArray (<https://cabig.nci.nih.gov/tools/caArray>)

The selected Subcontractor must have demonstrated experience in managing system hardware and software; including configuration of servers, installation of enterprise class software, databases and other related services.

Offerors quote must demonstrate that both the organization and proposed key personnel can successfully complete this project.

The selected team must have demonstrated experience in good customer relationship management.

Offeror **MUST** indicate the availability of the key personnel who will be assigned to this task. Key personnel are all individuals who will be supporting this task in a primary capacity, to include full and part-time personnel.

#### **E. Meetings**

It is anticipated that meetings with the subcontractor shall occur as needed to keep the SAIC-F COTR and NCI Project Officer informed regarding the progress of the project. In the absence of formal meetings, contact with the subcontractor shall occur via phone, fax, or electronic mail.

## **ARTICLE C.2. REPORTING REQUIREMENTS**

In addition to those reports required by other terms of this Subcontract, the Subcontractor shall prepare and submit the following reports in the manner stated below and to those individuals specified at ARTICLE F.3. DELIVERIES:

### **A. Project Management Plan**

The subcontractor shall prepare a Project Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for this effort. The Project Management Plan shall detail the products, methods for developing the products, allocation of staff and other resources necessary to produce the products and a revised timeline for producing the products, if necessary. The NCI Project Officer shall receive the revised Project Management Plan in both hard copy and electronic form, Microsoft Word. Based on the Project Management Plan, the NCI Project Officer will provide approval to move forward on activities planned. The subcontractor shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given. **(Draft due with proposal / final due 10 days after award)**

### **B. Monthly Status/Financial Report**

A monthly status report will be provided to the Government with the following information:

- Hours expended during the reporting period by individual
- Cumulative hours expended throughout the reporting period by job category
- Contract funds expended during the reporting period
- Summary of work accomplished during the reporting period and percent complete
- Problem areas
- Schedule of activities planned and estimated hours for the next reporting period and number of remaining hours to complete activities

This report is due no-late-than the 10th day of each month. Additionally, the Subcontractor will be responsible for submitting scheduled periodic reports regarding the status of work initiatives and documentation updates.

### **C. Deliverables/Delivery Schedule**

Unless otherwise specified, SAIC-Frederick will have a maximum of ten (10) working days from the day the deliverable is received to review the document, provide comments back to Subcontractor, approve or disapprove the deliverable(s). The subcontractor will also have a maximum of ten working days from the day comments are received to incorporate all changes and submit the final deliverable to SAIC-Frederick. The subcontractor may assume a deliverable is acceptable if it receives no feedback within this time.

### **D. Deliverables Description**

The Subcontractor shall provide the following deliverables as part this contract:

1. Biweekly status report for each engagement activity including the specific technical services provided by the Subcontractor, risk/issues for completing the activity and updated project plan for each engagement.
2. Final report after completion of each engagement. This report should include (but not limited to): caBIG tools deployed at the site, issues faced during the engagement and ways to improve the engagement process.
3. Technical content developed as part of the engagement including additional help guides, presentation and user documentation.

Maintain and update project public sites including GForge, caBIG Wiki and web sites with latest project information.



**E. Schedule of Deliverables**

<b>Item#</b>	<b>Description</b>	<b>WBS #</b>	<b>Prior Approval Required</b>	<b>Draft Due Date</b>	<b>Final Due Date</b>
1	Biweekly Status Report	4.3.1	Yes	Per Project Plan	Per Project Plan
2	Final Engagement Report	4.3.2	Yes	Per Project Plan	Per Project Plan
3	Technical Content	4.3.3	Yes	Per Project Plan	Per Project Plan
4	Project Information on public web sites, caBIG GForge and wiki	4.3.4	Yes	Per Project Plan	Per Project Plan

**SECTION D—PACKAGING AND MARKING**

**ARTICLE D.1. PACKAGING AND SHIPPING**

Any deliverables required under this subcontract, shall be packaged, marked, and shipped in accordance with commercial standards, or as specified herein. At a minimum, all deliverables shall be marked with the subcontract number and Subcontractor name. The Subcontractor shall guarantee that all required materials be delivered in immediate usable and acceptable condition.

**SECTION E—INSPECTION AND ACCEPTANCE**

**ARTICLE E.1. INSPECTION AND ACCEPTANCE**

- A. The Contracting Officer or a duly authorized representative and the NCICBIIT Project Officer will perform an evaluation of the research services and acceptance of deliverables provided.
- B. General quality measures as set forth below will be applied to each work product received from the Subcontractor under this SOW:
  - **Accuracy** - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
  - **Clarity** - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
  - **Consistency to Requirements** - All work products must satisfy the requirements of this statement of work.
  - **File Editing** - All text and diagrammatic files shall be editable by the Government.
  - **Format** - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
  - **Timeliness** - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.
- C. Inspection and acceptance will be performed at the National Cancer Institute - Frederick (NCI-Frederick), Frederick, Maryland.

## SECTION F—DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

- A. Unless SAIC-Frederick, Inc. exercises its options set forth below, the period of performance of this Subcontract shall be from the date of award and extends until September 25, 2008, with two additional twelve (12) month option periods.
- B. Execution of option period will be based upon the SAIC-Frederick, Inc.'s need and the Subcontractor's performance. SAIC-Frederick, Inc. reserves the right to award such option periods unilaterally.
- C. FAR-52.217-9 Option to Extend the Term of the Subcontract.

SAIC-Frederick, Inc. may extend the term of this Subcontract by written notice to the Subcontractor within 60 calendar days of the Subcontract's end date; provided that SAIC-Frederick, Inc. gives the Subcontractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the Subcontract expires. The preliminary notice does not commit SAIC-Frederick, Inc. to an extension. If SAIC-Frederick, Inc. exercises this option, the extended Subcontract shall be considered to include this option clause.

If SAIC-Frederick, Inc. exercises its option pursuant to this option clause, the period of performance will be increased as listed below:

<b>Subcontract Period</b>	<b>Period Covered</b>	<b>Status</b>
Base Period	Date of Award to September 25, 2008	Exercised
Option Year One (1)	September 26, 2008 to September 25, 2009	Not Exercised
Option Year Two (2)	September 26, 2009 to September 25, 2010	Not Exercised

### ARTICLE F.2. PLACE OF PERFORMANCE

The majority of work will be performed at the Subcontractor's site.

### ARTICLE F.3. DELIVERIES

- A. The Subcontractor will be required to perform the work described in Section C. Satisfactory performance of the final subcontract shall be deemed to occur upon performance of the work described in Section C and acceptance by the SAIC-Frederick, Inc. Contracting Officer.
- B. Copies of all reports identified in Section C shall be submitted to the following:

#### **Recipients:**

Ms. Ellen L. Miller  
SAIC-Frederick, Inc.  
P.O. Box B, Bldg. 428, Room 58  
Frederick, MD 21702-1201  
Telephone: 301-846-1617; Fax: 301-846-1089  
E-mail: [millerellen@mail.nih.gov](mailto:millerellen@mail.nih.gov)

Dr. Krishnakant (Avinash) Shanbhag  
National Cancer Institute  
Center for Bioinformatics and Information Technology  
6116 Executive Blvd., Suite 403  
Bethesda, MD 20892-8335  
Telephone: 301-496-4034; Fax: 301-480-4022  
E-mail: [shanbhak@mail.nih.gov](mailto:shanbhak@mail.nih.gov)

Ms. Kimberly A. Iman

SAIC-Frederick, Inc.  
P.O. Box B  
Frederick, MD 21702-1201  
Telephone: 301-228-4033; Fax: 301-228-4037  
E-mail: [imank@mail.nih.gov](mailto:imank@mail.nih.gov)

## **ARTICLE F.4. STOP WORK ORDERS**

This subcontract incorporates FAR Clause 52.242-15 Stop Work Order 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 the clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

## **SECTION G—SUBCONTRACT ADMINISTRATION DATA**

### **ARTICLE G.1. SUBCONTRACT REPRESENTATIVES**

A. **Contracting Officer.** The following individual is designated as the SAIC-Frederick Contracting Officer:

Mr. Shannon Jackson  
SAIC-Frederick, Inc.  
NCI-FCRDC, P.O. Box B  
Frederick, MD 21702-1201  
Phone: 301-228-4022; Fax: 301-228-4037  
E-mail: [jacksonshannon@mail.nih.gov](mailto:jacksonshannon@mail.nih.gov)

Only the Contracting Officer has authority to: (1) direct or negotiate any changes to the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Subcontractor of any costs incurred during the performance of this subcontract; or (5) otherwise change any terms and conditions of this subcontract. All changes to the Statement of Work will be accomplished by bilateral modification to the subcontract.

***\*\* Only the Contracting Officer as named above shall have the authority to prescribe changes to this subcontract or provide direction for which the subcontractor will seek reimbursement. Any costs incurred by the subcontractor not delineated herein or without the prior written approval of the Contracting Officer are incurred at the subcontractor's significant risk of non-payment.***

B. **COTR.** The following individual is designated as the SAIC-Frederick, Inc. Contracting Officer's Technical Representative (COTR) and is authorized to provide technical guidance and otherwise represent SAIC-Frederick as stated herein:

Ms. Ellen L. Miller  
SAIC-Frederick, Inc.  
P.O. Box B, Bldg. 428, Room 58  
Frederick, MD 21702-1201  
Phone: 301-846-1617; Fax: 301-846-1089  
E-mail: [millerellen@mail.nih.gov](mailto:millerellen@mail.nih.gov)

The Contracting Officer's Technical Representative is responsible for: (1) monitoring the subcontractor'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 subcontract; and (5) assisting in the resolution of technical problems encountered during performance

***\*\*Neither the COTR nor any person or entity other than the Contracting Officer possess any authority, implied or apparent, to provide direction that may cause or influence the subcontractor to incur additional costs for which reimbursement may be sought. Any costs incurred by the subcontractor not delineated herein or without the prior written approval of the Contracting Officer are incurred at the subcontractor's significant risk of non-payment.***

C. **Subcontracts Specialist.** The following individual has been designated as the SAIC-Frederick Subcontracts Specialist for purposes of administering, processing, and handling contractual documentation:

Kimberly A. Iman  
Sr. Subcontracts Specialist  
SAIC-Frederick, Inc.  
P.O. Box B  
Frederick, Maryland 21702-1201  
Phone: 301-228-4033  
Fax: 301-228-4037  
E-mail: [imank@mail.nih.gov](mailto:imank@mail.nih.gov)

D. **NCI Project Officer.** The following individual is designated as the Project Manager (PM) and is authorized to provide technical guidance:

Dr. Krishnakant (Avinash) Shanbhag  
National Cancer Institute Center for Bioinformatics and Information Technology

***\*\*Neither the NCI Project Manager nor any person or entity other than the Contracting Officer possess any authority, implied or apparent, to provide direction that may cause or influence the subcontractor to incur additional costs for which reimbursement may be sought. Any costs incurred by the subcontractor not delineated herein or without the prior written approval of the Contracting Officer are incurred at the subcontractor's significant risk of non-payment.***

E. **Subcontractor Authorized Representative(s).** The following individual(s) is the designated representative of the Company / Institution:

TO BE COMPLETED BY OFFEROR

_____
PRINT NAME
_____
TITLE
_____
ORGANIZATION
_____
ADDRESS
_____
ADDRESS
_____
PHONE NUMBER
_____
FAX NUMBER
_____
E-MAIL ADDRESS

F. **Subcontractor Authorized Invoice Administrator.** The following individual(s) is responsible for preparation and submittal of invoice(s):

TO BE COMPLETED BY OFFEROR

_____
PRINT NAME

TITLE
ORGANIZATION
ADDRESS
ADDRESS
PHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

**ARTICLE G.2. KEY PERSONNEL**

Pursuant to the Key Personnel clause incorporated in this subcontract, the following individual is considered to be essential to the work being performed hereunder and shall not be re-assigned or removed without the concurrence of the Contracting Officer:

<u>NAME</u>	<u>TITLE</u>

**ARTICLE G.3. ORDER INVOICE SUBMISSION**

A. Payment terms begin after acceptance of proper invoice. Invoices shall be submitted monthly and must include the information required by the instructions provided at **Attachment 3**. Invoices are to be submitted in U.S. Dollars.

An original and one (1) copy to the following designated payment office:

ATTN: Ms. Leasa Mercer  
 NCI-Frederick Cancer Research & Development Center  
 SAIC-Frederick, Inc.  
 P. O. Box B  
 Frederick, Maryland 21702-1201

B. Inquiries regarding payment of invoices shall be directed to the attention of Kim Iman at 301-228-4033.

C. To expedite payment of invoices, it is essential that the subcontractor provide sufficient data to support costs invoiced.

**ARTICLE G.4. GOVERNMENT PROPERTY**

The parties agree that no non-expendable property or equipment will be acquired under this Subcontract, unless prior written authorization is obtained from the Contracting Officer.

**SECTION H - SPECIAL SUBCONTRACT REQUIREMENTS**

**ARTICLE H.1. PUBLICATION AND PUBLICITY**

The Subcontractor 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 Cancer Institute, National Institutes of Health, under Contract No. NO1-CO-12400. The content of this publication does not necessarily reflect the views or policies of the Department of Health and Human Services, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

For Abstracts: ( due to space limitations) “Funded by NCI Contract No. N01-CO-12400”

## **ARTICLE H.2. PRESS RELEASES**

Pursuant to Public Law(s) cited below, the Subcontractor 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 in accordance to Public Law 109-149, Title V, Section 506.

## **ARTICLE H.3. SALARY RATE LIMITATION LEGISLATION PROVISIONS**

- A. Pursuant to Public Law 110-161, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the applicable amount shown for the fiscal year covered. Direct salary is exclusive of overhead, fringe benefits and general and administrative expenses.
- B. The per year salary rate limit also applies to individuals proposed under subcontracts. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual’s salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts (see link below for current Executive Salary Pay Rates).

*\*Effective January 2008, this amount is \$191,300 and will remain at this level until such time as the Executive Level I is increased. See the web site listed below for FY-2008 Executive Level I rates of pay. FY08 Executive Level Salaries:*

<http://www.opm.gov/oca/PAYRATES/index.htm>

## **ARTICLE H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the 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

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www3.od.nih.gov/oma/manualchapters/management/1754>).

## **ARTICLE H.5. ORGANIZATIONAL CONFLICT OF INTEREST**

During the performance of this Subcontract, the Subcontractor is prohibited from engaging in similar work or services adverse to the interests of SAIC-Frederick, Inc./NCI. The Subcontractor also certifies that no services rendered under any agreement during the term of this contract will be adverse to the interest of SAIC- Frederick, Inc./NCI. The Subcontractor also certifies that no financial, contractual, organizational, or other interest exists relating to the work under this agreement that would constitute an Organizational Conflict of Interest or otherwise cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice, impair objectivity in performing the work, or create an unfair competitive advantage for any entity wherein the Subcontractor has an interest. The Federal statutes and regulations concerning conflict of interest carry criminal penalties for violation. The Subcontractor is personally responsible for identifying any such conflict of interest, or any relationship or actions that might give the appearance that a conflict of interest exists or could reasonably be viewed as affecting the Subcontractor’s objectivity in performing the work under this agreement. By signature the Subcontractor certifies the understanding of the above and that no Organizational Conflict of Interest exists that would affect this Contract. The Subcontractor also indemnifies or otherwise holds harmless SAIC-Frederick, Inc./NCI should an Organizational Conflict of Interest become apparent (not previously disclosed) during the life of this Subcontract.

## **ARTICLE H.6. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES**

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

## **ARTICLE H.7. RESERVED**

## **ARTICLE H.8. STANDARD OF CONDUCT**

- A. The Subcontractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Subcontractor is also responsible for ensuring that its employees and those of its lower tier Subcontractor(s) do not jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the subcontract work is performed.
- B. Where applicable, the requirements of this clause must be expressly incorporated into lower tier subcontract(s) and must be applicable to all such employees who may perform recurring services or work at the federal building and grounds of this task order.
- C. SAIC-Frederick retains the right to have permanently removed any employee of the Subcontractor from performing duties assigned under this task order at the federal building should the employee's performance so warrant. SAIC-Frederick will request the Subcontractor to immediately remove any employee of the Subcontractor from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the Subcontractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all-inclusive) are considered justification for requesting the Subcontractor to immediately remove an employee from a federal building/work site:
- a. Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;
  - b. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
  - c. Disorderly conduct or participation in disruptive activities which interfere with the normal and efficient operations of SAIC-Frederick or the Government;
  - d. Theft, vandalism, or any other criminal actions;
  - e. Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
  - f. Improper use of official authority or credentials, as a supervisor or employee of the Subcontractor;
  - g. Violation of agency and Subcontractor security procedures and regulations; or
  - h. Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 Conduct on Federal Property.
- D. Following a recommendation from an agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the Subcontractor from the facility and/or future denial of access to the federal building worksite for violation of the conditions set forth above. The Contracting Officer will verbally inform the Subcontractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the Subcontractor in writing. In the event of a dispute, the Contracting Officer will make a final determination.
- E. Upon a determination by the Contracting Officer that an employee of the Subcontractor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

## **ARTICLE H.9. IDENTIFICATION/BUILDING PASS**

- A. The Subcontractor must make their personnel available for photo identification badges on a schedule to be determined by SAIC-Frederick or the Government. Each Subcontractor employee must sign the appropriate badge at the time of photographing.

- B. The Subcontractor is responsible for ensuring that each of his/her employees performing work under this subcontract display their photo-identification badges at all times while on site. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.
- C. Upon termination, resignation or other event leading to a subcontractor employee leaving duty under this subcontract, the Subcontractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Subcontractor may result in the Subcontractor's liability for all costs associated with correcting the resultant breach in building security.
- D. The Subcontractor must notify the COTR and the NCI Project Officer when the employee badges are lost. It will be the responsibility of the Subcontractor to pay for replacement badges at the current replacement cost per badge.
- E. The requirements of this clause are applicable to and must be flowed down to all lower tier Subcontractors who will work at the Government facilities.

**ARTICLE H.10. COOPERATION WITH OTHER ON-SITE SUBCONTRACTORS**

When the Government undertakes additional work at the facilities, the Subcontractor must: (1) fully cooperate with the other Subcontractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COTR or NCI Project Manager. The Subcontractor must not commit or permit any act that will interfere with the performance of work awarded to another Subcontractor or with the performance of other Government employees.

In any case where, in the course of fulfilling the subcontract requirements, the Subcontractor becomes unable to share information, cooperate with or otherwise interact with other contractors, subcontractors or Government personnel for reasons of Subcontractor Policy, intellectual property concerns or other reasonable circumstances, the Subcontractor must immediately notify the Contracting Officer in writing of the nature of the circumstance and what may be done to rectify them. During these periods, work under this subcontract must continue unabated while a determination regarding the circumstances is made by the Contracting Officer.

**PART II—CONTRACT CLAUSES**

**SECTION I—CONTRACT CLAUSES**

**ARTICLE I.1. GENERAL CLAUSES**

Where the words “Contracting Officer” or “Government” appear, it shall be understood to mean “SAIC-Frederick, Inc. Contracting Officer” or “SAIC Frederick, Inc.” (buyer) provided; however, that such substitution in no way supersedes or diminishes any rights or responsibilities of the Government under public law, Federal Acquisition Regulations, or in the terms of the prime contract, including, but not limited to, the right to review, audit, and approve any records or procedures of the Subcontractor. Where the word “Subcontractor” appears, it shall be understood to mean “Seller” and where “Contract” appears, it shall be understood to mean “Order.”

This subcontract incorporates the following FAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

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

<b><u>FAR Clause No.</u></b>	<b><u>Clause Title</u></b>
52.203-3	Gratuities (Over \$100,000)
52.203-5	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Restrictors on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Over \$100,000)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.203-13	Contractor Code of Business Ethics and Conduct \$5,000,000>



**FAR Clause**

<b><u>No.</u></b>	<b><u>Clause Title</u></b>
52.203-14	Display of Hotline Posters \$5,000,000>
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over \$25,000)
52.215-2	Audit and Records – Negotiation (Over \$100,000)
52.215-14	Integrity of Unit Prices (Over \$100,000)
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions
52.215-19	Notification of Ownership Changes
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data— Modifications
52.216-7	Allowable Cost and Payment
52.219-8	Utilization of Small Business Concerns (over \$100,000)
52.219-9	Small Business Subcontracting Plan (over \$500,000)
52.222-2	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Convict Labor
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.222-50	Combating Trafficking in Persons
52.223-6	Drug-Free Workplace
52.223-14	Toxic Chemical Release Reporting
52.225-1	Buy American Act—Balance of Payments Program—Supplies
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent, Alternate I
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (over \$100,000)
52.227-14	Rights in Data—General
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-9	Limitation on Withholding of Payments
52.232-23	Assignment of Claims
52.242-13	Bankruptcy (Over \$100,000)
52.242-15	Stop Work Order w/ Alternate I
52.246-25	Limitation of Liability Services
52.243-3	Changes – Time-and-Materials and Labor-Hours
52.244-2	Subcontracts *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Competition in Subcontracting
52.245-5	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-6	Inspection – Time and Material and Labor-Hour
52.246-23	Limitation of Liability
52.253-1	Computer Generated Forms

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

This subcontract incorporates the following DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION HHSAR 48 Chapter 3 clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.hhs.gov/oamp/dap/hhsar.html>

**HHSAR**

<b><u>Clause No.</u></b>	<b><u>Clause Title</u></b>
352.216-72	Additional Cost Principles
352.232-9	Withholding of Contract Payments
352.233-70	Litigation and Claims
352.242-71	Final Decisions on Audit Findings

**HHSAR**

<b><u>Clause No.</u></b>	<b><u>Clause Title</u></b>
352.249-14	Excusable Delays
352.270-5	Key Personnel
352.270-7	Paper Reduction Act

[End of GENERAL CLAUSES]

**PART III—LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J—LIST OF ATTACHMENTS**

Attachment	Document Description	Number of Pages
1	SAIC-Frederick, Inc. Terms and Conditions ( <i>dated 10/07/2007</i> )	8
2A	Cost Estimate Worksheet - Base Period	1
2B	Cost Estimate Worksheet – Option Period One (1)	1
2C	Cost Estimate Worksheet – Option Period Two (2)	1
3	SAIC-Frederick, Inc. Invoice Instructions	4
4	Property	2
5	Representations and Certifications	19
6	Subcontracting Certification	1

**PART IV—REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K—REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

The Representations and Certifications are provided as Attachment (5). All pages must be completed and submitted with the Subcontractor’s proposal. At time of award, the Representations and Certifications made by the Subcontractor shall be physically removed from the award document and incorporated by reference. The originals shall be retained as part of the SAIC contract file.

**SECTION L — INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ARTICLE L.1. PROPOSAL PREPARATION INSTRUCTIONS**

A. Authorizing Official:

An official authorized to contractually bind your organization must sign the proposals submitted.

B. Format:

1. In order to provide all necessary information for a comprehensive evaluation, proposals shall be submitted as follows:

Volume I:	Solicitation	Two (2) Originals
Volume II:	Technical Proposal	Original and Five (5) Copies
Volume II:	Cost Proposal	Original and Five (5) Copies

2. Pricing data SHALL NOT be shown in the forwarding letter or in the technical proposal; however, this data shall be included in the cost proposal.
3. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the RFP are not desired.
4. SAIC-Frederick, Inc. reserves the right to award a subcontract based on initial offer received without discussion of such offer. Accordingly, each initial offer should be submitted with the most favorable terms from both a technical and price perspective.
5. Proposal preparation costs are the responsibility of the Offeror.
6. ALL QUESTIONS OR REQUESTS FOR CLARIFICATIONS MUST BE E-MAILED (No telephone calls accepted) TO Kim Iman at [imank@mail.nih.gov](mailto:imank@mail.nih.gov) or by facsimile at 301-228-4037 **BEFORE 5:00 P.M., EASTERN STANDARD TIME, FEBRUARY 21, 2008**. Questions or requests directed to any other individual or outside the directives of this Solicitation will not be considered valid, nor will there be a response provided.
7. **ALL PROPOSALS MUST BE RECEIVED BY 5:00 P.M., EASTERN STANDARD TIME, FEBRUARY 28, 2008.** It is the Offeror's responsibility to ensure that proposals are delivered by the due date and time required. Late proposals will not be accepted. All proposals shall be delivered to:

SAIC-Frederick, Inc.  
92 Thomas Johnson Drive  
Suite 250  
Frederick, MD 21702  
ATTN: Kimberly A. Iman

## **ARTICLE L.2. VOLUME I – SOLICITATION**

The offeror shall include **two originals of this solicitation in its entirety with signed cover page** with Boxes 16, 17, 18, 19, and 20 completed, complete Boxes 14 and 15, if applicable. In addition, page 2 is to be completed by inserting the total ceiling amount from Attachment 2A (Base Period), complete page 5 by inserting the total hours of professional services from Attachment 2A (Base Period), identify key personnel on page 13 and complete pages 12 and 13 designating both your Subcontractor Authorized Representative and Subcontractor Authorized Invoice Administrator. Complete Attachment 2A – Cost Estimate Worksheet for the Base Period on page 32, complete Attachment 2B – Cost Estimate Worksheet for Option Period One on page 33 and complete Attachment 2C – Cost Estimate Worksheet for Option Period Two on page 34. Representations and Certifications are included as Attachment 5 and are required to be completed and submitted with the Offer. If the work proposed will be conducted entirely within the United States and the total cost (inclusive of options, if applicable) is expected to exceed \$550,000 a completed Subcontracting Certification must be submitted with your organization's offer (see attachment 6 for certification).

## **ARTICLE L.3. VOLUME II – TECHNICAL PROPOSAL**

- A. The offeror shall prepare a Project Plan describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements for this effort. The Project Plan shall detail the products, methods for developing the products, allocation of staff and other resources necessary to produce the products and timeline for producing the products, if necessary.
- B. To facilitate the evaluation, the Project Plan shall be sufficiently detailed and complete to clearly demonstrate that the Offeror has a thorough understanding of the subcontract requirements and shall include:
  1. Experience, expertise, and skills of the Offeror as demonstrated by submissions, such as previous work experiences for similar projects (resumes for all assigned personnel are required);
    - a. For each labor category or individual proposed, include a position description that summarizes basic position qualifications.

2. How the project is to be organized, staffed, and managed;
3. Procedures to be exercised, along with proposed milestone schedules;
4. Direct resource information, such as labor hours and categories, materials, etc. so that the Offeror's understanding of the project may be evaluated. *The Project Plan, however, shall not include pricing data relating to any of these costs. All cost information will be included in Volume II – Cost Proposal.*
5. Describe in detail the methodologies proposed and indicate possible problem areas.
6. Offerors shall organize proposals to directly correspond with the Statement of Work requirements.

**ARTICLE L.4. VOLUME III – COST PROPOSAL**

- A. The cost proposal(s), for the base period plus two option periods, should include the following information:
  1. Direct costs for period of performance.
    - a. Direct Labor. By labor category, provide a breakdown of labor hours and fully loaded labor rates.
    - b. Consultant/Subcontract Costs.
    - c. Materials and/or Supplies. For all items proposed, identify the item and show the quantity and price.
    - d. Other direct costs. List all costs not otherwise included in the consultant/subcontract, and supplies categories.
  2. Assumptions used to develop cost proposal.

**ARTICLE L.5. POINT OF CONTACT**

The Subcontracts Specialist for this solicitation is identified below.

Name: Kimberly A. Iman  
 Address: SAIC-Frederick, Inc. – NCI-Frederick  
 P.O. Box B  
 Frederick, Maryland 21702  
 Phone: (301) 228-4033  
 Fax no: (301) 228-4037  
 Email: [imank@mail.nih.gov](mailto:imank@mail.nih.gov)

**ARTICLE L.6. SIGNIFICANT DATES**

Event	Due Date
Questions or Requests for Clarification	02/21/08
Proposals	02/28/08

**SECTION M -- EVALUATION FACTORS FOR AWARD**

**ARTICLE M.1. EVALUATION FACTORS FOR AWARD**

The assessment of offers received in response to this RFP will be carefully considered against the needs of SAIC-Frederick and the NCI. This assessment is not intended to be a solely mechanical or mathematical analysis of an offer, but rather the product of both objective and subjective measurements and judgments of the source selection officials after consideration of the relevant information.

### **Basis for Award:**

SAIC-Frederick will award a subcontract resulting from this RFP to the responsible subcontractor whose proposal conforming to the request for proposal will be the most advantageous to the SAIC-Frederick, price and other factors considered. Although technical factors are of paramount consideration in the award of this subcontract, cost/price is also important to the overall subcontract award decision.

### **Potential Award Without Discussions:**

SAIC-Frederick, Inc. (SAIC-Frederick) reserves the right to award a subcontract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, SAIC-Frederick reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. SAIC-Frederick may reject any or all proposals if such action is in the public interest; accept other than the lowest price; and waive informalities and minor irregularities in proposals received.

### **The Evaluation Process:**

In descending order of relative importance, the following evaluation factors shall be used to evaluate the prospective subcontractors.

1. Technical Capability
2. Key Personnel
3. Past Performance
4. Price

Of the four (4) evaluation factors listed above, factor four (4), Price, is considered to be a non-technical factor. The remaining three (3) factors are considered to be technical evaluation factors.

Of the remaining three (3) technical evaluation factors listed above, factor one (1), Technical Capability, is considered to be more important than factors two (2), Key personnel, and factor three (3), Past Performance.

### **Evaluation Factors:**

#### **(1) Technical Capability**

Describe your organization's approach to accomplishing the specified tasks stated in the SOW. Your response should describe the overall project plan including sufficient detail describing the development of the application, your understanding of the objectives, and proposed time line for completing specific requirements and tasks.

#### **(2) Key Personnel**

Describe the key personnel who will be assigned to manage performance and supervise the work under this proposed subcontract. Information is required which will show each key person's general qualifications and recent experience with similar projects or contracts. For those key personnel who will not be assigned full time to this subcontract, show the approximate percentage of time each will be available for this subcontract.

#### **(3) Past Performance**

The past performance shall demonstrate the offeror's background and the experience of the proposed personnel. The offeror shall provide:

A minimum of three (3) references for whom you have or are currently providing services similar to those described in the SOW, preferably with the Federal government.

For each contract provide the following information:

1. Name, address, and telephone number of the contracting organization. If a Federal government organization, include Project Officer and Contracting Officer. If other governmental body (State, Local, Foreign, etc.) or non-governmental organization, include officials in corresponding capacities.
2. Contract number, contract type and total value.
3. Date of contract and period of performance.
4. Brief description of contract work scope and responsibilities.

**(4) Price**



**SAIC-Frederick, Inc.**  
A subsidiary of Science Applications  
International Corporation

## **ATTACHMENT 1: TERMS AND CONDITIONS**

October 10, 2007

### **1. GOVERNMENT RELATIONSHIP**

This Order is made by SAIC-Frederick, Inc., a Subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute at Frederick (NCI-Frederick). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

### **2. GENERAL RELATIONSHIP**

The Seller is not an employee of SAIC-Frederick, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

### **3. DEFINITIONS**

Buyer – SAIC-Frederick, Inc.

Seller – The party (contractor) receiving the award from SAIC-Frederick, Inc.

Prime Contract – The Government contract under which this Order is issued (see paragraph 1 entitled "Government Relationship").

NCI Government Contracting Officer –The NCI-Frederick person with the authority to interpret, modify, administer, and/or otherwise make decisions with regard to the Prime Contract". This term includes authorized representatives of the NCI-Frederick Contracting Officer within their delegated authority.

Contracting Officer – The SAIC-Frederick, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between SAIC-Frederick, Inc. and the Seller.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

### **4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS**

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows:

Unless a purposeful distinction is made clear and the context of the clause requires retention of the original definition, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Subcontractor" shall mean subcontractors of Seller at any tier, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean SAIC-Frederick, Inc. and SAIC-Frederick's Contracting Officer, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to SAIC-Frederick, Inc. to insure Seller's obligations to SAIC-Frederick, Inc. and to the United States Government, and to enable SAIC-Frederick, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <http://www.arnet.gov/far/>.



Copies of the clauses will be furnished by the Contracting Officer upon request.

## **5. ENTIRE AGREEMENT**

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller's proposal, quotation or acknowledgement forms, etc.) shall be a part of this Order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

## **6. ACCEPTANCE AND MODIFICATION OF TERMS**

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

## **7. LEGAL CONSTRUCTION AND INTERPRETATIONS**

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

## **8. COMPLIANCE WITH LAWS AND REGULATIONS**

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

## **9. GIFTS**

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

## **10. MARYLAND SALES AND USE TAX**

The State of Maryland has issued Direct Payment Permit #3, effective date August 29, 1996, to SAIC-Frederick, Inc. that will be issued to vendors of NCI-Frederick for purchases of goods and services. A copy of this Permit is available to vendors upon request. As a holder of a Direct Payment Permit, SAIC-Frederick, Inc. is authorized to make direct payment of sales and use tax to the State of Maryland. Accordingly, sellers that provide goods and services to SAIC-Frederick, Inc. are relieved from collecting sales tax from SAIC-Frederick, Inc. Therefore, sellers to SAIC-Frederick, Inc. shall not place a separate line item for tax on any invoice sent to SAIC-Frederick, Inc. Please note that the Permit is not to be used by sellers to make purchases free of sales tax, nor shall the Permit be transferred or assigned.

## **11. BUYER FURNISHED DATA AND MATERIALS**

Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as (items/information), and will use such items/information only in the performance of this Order or, if authorized, other orders from Buyer, and not otherwise without Buyer's written consent.

All such items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Order and specifically charged to Buyer, are the property of Buyer.

Upon completion, expiration or termination of this Order, Seller shall return all such items in good condition, reasonable wear only excepted, together with all spoiled and surplus items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such items not so returned. Seller shall make no charge for any storage, maintenance or retention of such items. Seller shall bear all risk of loss for all such items in Seller's possession.

Seller also agrees to use any designs or data contained or embodied in such items in accordance with any restrictive legends placed on such items by Buyer or any third party. If Buyer furnishes any material, for fabrication hereunder, Seller agrees: (i) not to substitute any other material for such fabrication with Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

## **12. NOTICE OF DELAY**

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.

## **13. CHANGES AND SUSPENSION**

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

## **14. ADVERTISING**

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order, or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

## **15. CONFIDENTIAL INFORMATION**

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

## **16. INDEMNIFICATION**

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its lower tiers, or their employees, agents or representatives arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims that are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

## **17. INFRINGEMENT INDEMNITIES**

Seller shall, at its expense, indemnify, defend, save and hold Buyer and its successors, affiliates, officers, directors, employees, agents, independent contractors and customers, and the officers, agents and employees of such customers (hereinafter collectively referred to in this section as "Buyer") harmless from and against any and all damages, liabilities, penalties, interest and costs awarded against and reasonable expenses, including without limitation attorneys' fees that result or arise out of or relate to, in whole or part, any claims, suits, proceedings, actions, causes of action and demands brought against the Buyer asserting that the deliverables, including without limitation all software, goods or services, or any part thereof, furnished under this Order, or the creation, delivery, use, modification, reproduction, release, performance, display or disclosure, including without limitation resale or sublicensing thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other proprietary or intellectual property right or rights of privacy or publicity. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and Buyer's option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

Notwithstanding this Section 17, should the deliverables or portion thereof be held to constitute an infringement and use as contemplated by this Order be enjoined or be threatened to be enjoined, Seller shall notify Buyer and immediately, at Seller's expense; (i) procure for Buyer the right to continue to use the deliverables or portion thereof with a version that is non-infringing, provided that the replacement or modified version meets any applicable specifications to Buyer's satisfaction. If (i) or (ii) are not available to Seller, in addition to any damages or expenses reimbursed under this section, Seller shall refund to Buyer all amounts paid to Seller by Buyer under this Order.

## **18. NON-WAIVER OF RIGHTS**

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Acceptance or payment of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive Buyer of the right to return goods already accepted or for which Buyer has made payment. Acceptance or payment shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages of any and all kind.

## 19. INSURANCE REQUIREMENTS

Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverages are in force and providing not less than thirty days written notice prior to any cancellation or restrictive modification of the policies.

Further, the required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

- (i) Statutory Workers' Compensation and Employer's Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
- (ii) Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in this Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insureds and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
- (iii) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insureds on the policy;
- (iv) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (v) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer that may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

The required insurance coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer and notwithstanding any provision contained herein, Seller, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by the Buyer, and are not covered under any policy of insurance that the Buyer has obtained or has in place.

The Certificate of Insurance shall certify that the Seller is insured for the period of performance of this Subcontract. Further, the Certificate of Insurance shall name SAIC-Frederick, Inc. as "**Additionally Named Insured**". The Subcontract number and name of the project shall be included in the block naming SAIC-Frederick, Inc. as Additional Named Insured.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller which provides the insurance and to the extent applicable shall be paid by Seller. In no event shall the liability of Seller be limited to the extent of any insurance or the minimum limits required herein.

## 20. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

Seller shall not, nor shall Seller authorize or permit its employees, agents or lower tiers to disclose, export or re-export any Buyer information, or any process, product or services that is produced under this Order, without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State. In addition, Seller agrees to immediately notify Buyer if Seller is listed on any of the Department of State, Treasury or Commerce proscribed persons or destinations lists, or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part.

Under its contract with NCI-Frederick, Buyer conducts research activities that include export-controlled technology that cannot be readily segregated. Buyer may require Seller (including any lower tiers) to place restrictions on their work force performing onsite at SAIC-Frederick, Inc. to protect individuals as established under the guidelines of the Commerce Department Export Administration Regulations (EAR) and the State Department International Traffic in Arms Regulations (ITAR).

Contractors (including any lower tiers) may be required to disclose the status of personnel proposed to perform work onsite prior to award.

Contractors shall include in all agreements and related documents with lower tiers, notice to third parties that the export of any process, goods and/or technical data from the United States may require an export control license from the U.S. Government and that, failure to obtain such export control license may result in termination of Order, and/or criminal liability under U.S. laws.

## **21. ASSIGNMENT**

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of SAIC-Frederick, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

## **22. DISPUTES**

(A) If a decision relating to the Prime Contract is made by the NCI-Frederick Contracting Officer and such decision is also related to this Order, said decision, if binding upon Buyer under the Prime Contract shall in turn be binding upon Buyer and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the NCI Contracting Officer and Buyer elects not to appeal any such decision, Seller shall have the right reserved to Buyer under the Prime Contract with the Government to prosecute a timely appeal in the name of Buyer, as permitted by the contract or by law, Seller to bear its own legal and other costs. If Buyer elects not to appeal any such decision, Buyer agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If Buyer elects to appeal any such decision of the NCI Contracting Officer, Buyer agrees to furnish Seller promptly of a copy of such appeal. Any decision upon appeal, if binding upon Buyer, shall in turn be binding upon Seller. Pending the making of any decision, either by the NCI Contracting Officer or on appeal, Seller shall proceed diligently with performance of this Order.

If, as a result of any decision or judgment which is binding upon Seller and Buyer, as provided above, Buyer is unable to obtain payment or reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item or matter for which the Buyer has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to Buyer. Additionally, pending the final conclusion of any appeal hereunder, Seller shall, on demand promptly repay any such amount to Buyer. Buyer's maximum liability for any matter connected with or related to this Order which was properly the subject of a claim against the Government under the Prime Contract shall not exceed the amount of the Buyer's recovery from the Government.

Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate and complete to the best of the Seller's knowledge or belief, all in accordance with the requirements of the Contracts Disputes Act of 1978 (41USC601-613) and implementing regulations. If any claim of Seller is determined to be based on fraud or misrepresentation, Seller agrees to defend, indemnify, and hold Buyer harmless for any and all liability, loss, cost, or expense resulting there from.

Any dispute not addressed in paragraph (A) above, will be subject to paragraph (B) as described below.

(B) Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the

dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Seller hereby waives any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations, and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

All costs of the arbitration shall be shared equally between the Parties, but the Parties specifically agree that each Party shall bear the expense of any costs incurred by it for its own counsel, experts, witnesses, preparation of documents, presentations, and logistics related to the proceedings.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this Order.

### **23. NOTIFICATION OF DEBARMENT/SUSPENSION**

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

### **24. QUALITY ASSURANCE/INSPECTION**

All goods furnished and services performed pursuant hereto shall be subject to inspection and test by Buyer at all reasonable times and places, during the Order term, and in any event, prior to Final Acceptance as that term is defined in the Statement of Work. No inspection made prior to Final Acceptance shall relieve Seller from responsibility for defects or other to meet the failure requirements of this Order. In the event that goods furnished or services supplied are not in accordance with the Statement of Work and Schedule or other requirements. Buyer may require Seller to promptly correct, repair, replace or re-perform the goods or services. The cost of correction, repair, replacement, or re-performance shall be determined under Section 7 of this Order. If Seller fails to proceed with reasonable promptness to perform the required correction, repair, replacement, or re-performance, Buyer may terminate the Order for default. If Seller is unable to accomplish the foregoing, then Buyer may procure such materials and services from another source or perform such services in-house and charge to Seller's account all costs, expenses and damages associated therewith. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

### **25. ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between these SAIC Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order including SAIC-Frederick, Inc. Standard Terms and Conditions, Exhibits thereto and any provisions.
- 2) Specifications and/or drawings.
- 3) Other documents or exhibits when attached.

### **26. TERMINATION**

#### **Termination for Convenience**

1) Buyer shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing written notice to Seller. Upon receiving notice of such termination, Seller shall:

- a) stop all work on this Order on the date and to the extent specified;
- b) place no further contracts hereunder except as may be necessary for completing such portions of the Order that have not been terminated; and
- c) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
- d) protect all property in which Buyer has or may acquire an interest and deliver such property to Buyer.

2) Within twenty (20) days from such termination, Seller may submit to Buyer its written claim for termination charges in the form prescribed by Buyer. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all Buyer's liability arising out of such termination. Under no circumstances shall Seller be entitled to anticipatory or lost profits.

3) Buyer reserves the right to verify claims hereunder and Seller shall make available to Buyer, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g. time cards and receipts). If Seller fails to afford Buyer its rights hereunder, Seller shall be deemed to have relinquished its claim.

#### **Termination for Default**

1) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order, in any one of the following circumstances:

a) Seller fails to make delivery of the goods or to perform the services within time specified herein or any extension thereof; or

b) Seller fails to perform any of the other provisions of this Order in accordance with its terms and does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure; or

c) Seller becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due.

2) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller shall be liable to Buyer for any excess costs of such similar supplies or services.

3) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order, and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.

4) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligation to Seller with respect to the terminated part of this Order except as herein provided.

#### **27. SECURITY**

Under its contract with NCI-Frederick, SAIC-Frederick, Inc. may be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable SAIC-Frederick, Inc. to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to NCI-Frederick or any controlled premises.

Seller agrees to comply with the Information Technology (IT) systems security and /or privacy specifications set forth in the Agreement; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems", and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites: Computer Security Act of 1987: [http://csrc.nist.gov/ispab/csa\\_87.txt](http://csrc.nist.gov/ispab/csa_87.txt), OMB A-130 Appendix III: [http://www.whitehouse.gov/omb/circulars/a130/a130appendix\\_iii.html](http://www.whitehouse.gov/omb/circulars/a130/a130appendix_iii.html), DHHS AISSP Handbook : <http://irm.cit.nih.gov/policy/aissp.html>

The Seller further agrees to include this provision in any Order awarded pursuant to the Agreement. Failure to comply with these requirements may constitute cause for termination under Paragraph 26 of these Terms and Conditions.

The Seller shall be responsible for properly protecting all information used, gathered, or developed as a result of the Agreement. The Seller shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data and/or equipment. Any Seller employee who may have access to sensitive information under this agreement shall complete the form entitled, "Commitment to Protect Non-Public Information – Contractor Agreement," which may be found at the following website: <http://irm.cit.nih.gov/security/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Contracting Officer prior to performing any work under the Agreement.

The Seller shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov>) prior to performing any work under this contract.

The Seller shall maintain and submit to the Contracting Officer a listing by name and title of each individual working under this contract, who has completed the NIH required training. Any additional security training completed by Seller staff shall be included on this listing.

In addition, during all activities and operations on Government premises, the Seller shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct. Should the Seller have questions concerning these requirements

or need of procedural guidance to ensure compliance they may contact the cognizant SAIC-Frederick, Inc. acquisition representative.

#### **28. TOBACCO USE AT THE NCI-FREDERICK**

In accordance with the Department of Health and Human Services (HHS) directive, the NCI-Frederick campus is a tobacco free workplace. Use of tobacco in any form is prohibited on the entire NCI-Frederick campus. This includes personal vehicles while on NCI-Frederick property and all government vehicles, regardless of their location.

This policy applies to all employees, Government and Contractor, visitors, subcontractors, vendors and guests of the NCI-Frederick, and extends to all HHS owned or leased facilities and properties external to the NCI-Frederick campus where the sole tenant(s) are HHS and/or SAIC-Frederick employees.

#### **29. PAYMENT AND INVOICING**

Payment – Work accepted by Buyer shall be paid for in U.S. dollars (\$USD) within the negotiated terms upon receipt of proper invoice.

#### **30. STANDARDS OF BUSINESS ETHICS**

Seller, including all lower tiers are expected and required to comply fully with Buyer's standards of business ethics and conduct and to inform appropriate Buyer officials immediately of any illegal or unethical conduct in their dealings with Buyer's officers or employees. Copies of the Buyer's Code of Ethics and contacts for such reports are available on [www.saic.com](http://www.saic.com) under Corporate Governance.

#### **31. SEVERABILITY**

If any term contained in this Subcontract is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term shall be severed from this Subcontract, and the remaining terms contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

#### **32. INTERPRETATION**

The captions and headings used in this Subcontract are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Subcontract. Each party has read and agreed to the specific language of this Subcontract; therefore no conflict, ambiguity or doubtful interpretation shall be construed against the drafter.


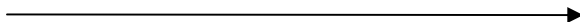
#### **33. ELETRONIC AND INFORMATION TECHNOLOGY STANDARDS**

Seller agrees to comply with Section 508 of the Rehabilitation Act of 1973 ( 29 U.S.C. 794d ) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998). Electronic and Information Technology (EIT) developed, procured, maintained, and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be Accessed at <http://www.access-board.gov/news/508-final.htm>. Applicable standards to this requirement are set forth in 36 CFR Part 1194.21 through 26.

Seller further agrees to include this provision in any Order awarded pursuant to the Agreement. Failure to comply to these requirements may constitute cause for termination under Paragraph 26 of these Terms and Conditions.

**ATTACHMENT 2A: COST ESTIMATE WORKSHEET – BASE PERIOD**

PERIOD OF PERFORMANCE	
FROM	THROUGH
Date of Award	9/25/2008

LABOR CATAGORY	HOURLY RATE	# OF HRS.	TOTAL DIRECT LABOR
SUBTOTAL 			
CONSULTANT/SUBCONTRACT COSTS (List names and services to be provided – attach agreement and pricing)			
SUPPLIES/MATERIALS (Provide itemized list with prices and vendor quotes)			
OTHER DIRECT COSTS (Provide itemized list with prices and vendor quotes)			
TOTAL DIRECT COSTS			
TOTAL COSTS 			



**ATTACHMENT 2B: COST ESTIMATE WORKSHEET – OPTION PERIOD ONE (1)**

PERIOD OF PERFORMANCE	
FROM	THROUGH
9/26/2008	9/25/2009

LABOR CATAGORY	HOURLY RATE	# OF HRS.	TOTAL DIRECT LABOR
SUBTOTAL <span style="float: right;">→</span>			
CONSULTANT/SUBCONTRACT COSTS (List names and services to be provided – attach agreement and pricing)			
SUPPLIES/MATERIALS (Provide itemized list with prices and vendor quotes)			
OTHER DIRECT COSTS (Provide itemized list with prices and vendor quotes)			
TOTAL DIRECT COSTS			
TOTAL COSTS <span style="float: right;">→</span>			

**ATTACHMENT 2C: COST ESTIMATE WORKSHEET – OPTION PERIOD TWO (2)**

PERIOD OF PERFORMANCE	
FROM	THROUGH
9/26/2009	9/25/2010

LABOR CATAGORY	HOURLY RATE	# OF HRS.	TOTAL DIRECT LABOR
SUBTOTAL →			
CONSULTANT/SUBCONTRACT COSTS (List names and services to be provided – attach agreement and pricing)			
SUPPLIES/MATERIALS (Provide itemized list with prices and vendor quotes)			
OTHER DIRECT COSTS (Provide itemized list with prices and vendor quotes)			
TOTAL DIRECT COSTS			
TOTAL COSTS →			

### **ATTACHMENT 3: SAIC-FREDERICK, INC. INVOICE INSTRUCTIONS**

**Format:** Invoice Requests may be submitted on the payee's letterhead or self-designed form provided that it contains the information described herein.

**Number of Copies:** Original and 1 copy

**Frequency:** Invoice requests submitted in accordance with the Payment Clause shall be submitted no more frequently than monthly unless otherwise authorized by the Contracting Officer.

**Cost Incurrence Period:** Costs incurred must be within the contract performance period or covered by pre-contract cost provisions.

**Billing of Costs Incurred:** If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

**Subcontractor's Fiscal Year:** Invoices shall be prepared in such a manner that costs claimed can be identified with the subcontractor's fiscal year.

**Currency:** All SAIC/NCI contracts are expressed in United States (U.S.) dollars. When payments are made in a currency other than U.S. dollars, billings on the contract shall be expressed, and payment shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the subcontractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the U.S. dollars authorized.

**Costs Requiring Prior Approval:** Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

**Invoice Submission:** Each invoice shall be identified as either:

- (a) **Interim Invoice**— These are interim payment requests submitted during the contract performance period.
- (b) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between SAIC and the Subcontractor (e.g., resolution of all suspensions and audit exceptions)

## INVOICE PREPARATION AND DOCUMENTATION REQUIREMENTS

The Subcontractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office name and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice.
- (b) **Invoice Number** — Insert the appropriate serial number of the invoice.
- (c) **Date Invoice Prepared** — Insert the date the invoice is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the Subcontractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Subcontractor, or a different payee has been designated, then insert the name and address of the payee instead of the subcontractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract.
- (g) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (h) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (i) **Cumulative Amount from Inception** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (j) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
  - (1) **Direct Labor** — Provide each labor category, hours worked, hourly rate charged, and amount billed.
  - (2) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$5,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property* (<http://amb.nci.nih.gov/reference/amblinks.htm>)). Show permanent research equipment separate from general purpose equipment. Prepare and attach form entitled: Report of Capitalized Nonexpendable Equipment included in this contract.

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

    - The item number for the specific piece of equipment listed in the Property Schedule.
    - The Contracting Officer's approval letter and number, if the equipment is not covered by the Property Schedule.
    - Be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of invoices shall only be required for items having specific limitations set forth in the contract.

- (3) **Materials and Supplies** — Include equipment with unit costs of less than \$5,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount. Attach invoices from vendors or a consolidated listing providing individually listed equipment/supplies and the amount paid.
  - (4) **Premium Pay** — List remuneration in excess of the basic hourly rate and attach the Contracting Officers approval letter.
  - (5) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the Contracting Officer's approval letter, hours worked, rate charged and amount. (Attach consultant's invoice)
  - (6) **Travel** —Identify travelers, dates, destination , purpose of trip, and amount. Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel. ( Attach travel expense report )
  - (7) **Subcontract Costs** — List subcontractor(s) by name and amount billed. Describe services provided. (Attach subcontractor invoices)
  - (8) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (k) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (l) **Adjustments** — Include amounts conceded by the Subcontractor, outstanding suspensions, and/or disapprovals subject to appeal. (Provide explanation and rationale for adjustment)
- (m) **Grand Totals**

**SAMPLE INVOICE**

(a) Billing Office Name and Address  
 Ms. Leasa Mercer  
 NCI at Frederick  
 SAIC Frederick  
 P.O. Box B  
 Frederick, MD 21702-1201

(b) Invoice No. \_\_\_\_\_

(c) Date Invoice Prepared \_\_\_\_\_

(d) Contract No. and Effective Date \_\_\_\_\_

(f) Total Estimated Cost of Contract \_\_\_\_\_

(e) Payee's Name and Address  
 ABC CORPORATION  
 100 Main Street  
 Anywhere, U.S.A. Zip Code

Attention: Name, Title, and Phone Number of  
Official to Whom Payment is Being Sent

(g) This invoice represents reimbursable costs from May 1, 2002 through May 31, 2002

	(h) Amount Billed for Current Period	(i) Cumulative Amount From Inception
(j) Direct Costs		
(1) Direct Labor		
Principle Investigator (\$32.00 x 100 Hours = \$3,200)		
Technical Assistant (\$15.00 x 40 Hours = \$600)		
Total Direct Labor	\$ 3,800.00	\$ 10,000.00
(2) Accountable Personal Property		
(Attach Form Entitled Report of Capitalized Nonexpendable Equipment)		
Permanent Research (see attached invoice from vendor)	3,000.00	3,000.00
General Purpose (see attached invoice from vendor)	2,000.00	2,000.00
(3) Materials and Supplies (see attached invoice from vendor)	2,000.00	4,000.00
(4) Premium Pay (see attached authorization from Contracting Officer)	-0-	-0-
(5) Consultant Fee - Dr. Jones (1 day @ \$100 [COA #3])	100.00	500.00
(6) Travel (see attached traveler, destination, etc.) (Domestic)	200.00	1,000.00
(see attached traveler, destination, etc.) (Foreign)	200.00	1,000.00
(7) Subcontract for rental space (see attached invoice from vendor)	1,500.00	3,000.00
(8) Other (see attached invoice from vendor)	100.00	300.00
<b>Total Direct Costs</b>	<b>\$ 12,900.00</b>	<b>\$ 24,800.00</b>
(k) <b>Total amount Claimed</b>	<b>\$ 12,900.00</b>	<b>\$ 24,800.00</b>
(l) <b>Adjustments</b>		
(m) <b>Grand Totals</b>	<b>\$ 12,900.00</b>	<b>\$ 24,800.00</b>

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

\_\_\_\_\_  
 (Name of Official)

\_\_\_\_\_  
 (Title)

**ATTACHMENT 4: INSTRUCTIONS FOR PREPARATION OF REPORT OF CAPITALIZED NONEXPENDABLE EQUIPMENT**

This report shall be submitted in an original by the Subcontractor and included with the invoice under which reimbursement >\$5,000 for the acquisition of authorized accountable personal property is requested. When utilizing this form for inventory reporting, two copies shall be forwarded to the Contract Administrator.

**Item No.**

1. Enter date prepared.
2. Enter Public Voucher (or invoice) Number.
3. Enter complete contract number.
4. Enter number of this report. (Reports will be numbered serially beginning with No. 1 for each contract.) Enter page number of pages.
5. Enter name and telephone number of Subcontractor's representative responsible for report.
6. Indicate type of Report.
7. Enter name and address of Subcontractor exactly as it appears on the contract.
8. Leave blank. For Contracting Agency use only.
9. Enter line item number. Each report shall begin with number "1".
- 10.-14 Identify fully the property being reported, including manufacturer, model, type, capacity, size and serial number. When this form is used for inventory reporting, include condition code in item 10 and indicate GFP or CAP in item 11.
15. Enter unit acquisition cost of the item. (List all taxes, discounts, shipping and installation costs as separate items immediately following each item being reported.)
16. This item shall be completed for inventory reporting. For Government owned property, enter the Government identification number (decal) affixed. For Subcontractor owned property, enter Subcontractor's identification number affixed.
17. Enter authorization for acquisition e.g., contract schedule number, contracting officer's authorization letter number, etc.
18. Enter month and year property was received by Subcontractor as reflected on receiving report.
19. Enter signature and title of person authorized to certify to the accuracy of report.
20. Leave blank. For contracting Agency use only.

REPORT OF CAPITALIZED NON-EXPENDABLE EQUIPMENT					1. Date		2. Public Voucher No.		
					3. Contract No.		4. Report No.	Page No. 1	No. of Pages 1
5. Person Responsible  Telephone:		6. Type of Report <input type="checkbox"/> Acquisition - Govt. Titled <input type="checkbox"/> Acquisition - Contractor Titled <input type="checkbox"/> Annual Inventory <input type="checkbox"/> Final Inventory			7. Name and Address of Subcontractor			8. SAIC Use Only	
9. Item No.	10. Description	11. GFP/CAP	12. Manufacturer	13. Model	14. Serial	15. Cost	16. Govt. ID	17. Acq. Aut.	18. Date
19. Authentication By Subcontractor=s Supervisory Accounting Official Signature: _____ Date: _____					20. Accepted by Authorized SAIC-Frederick Inc. Representative				Voucher No.
Name (Typed)		Title			Signature & Title				Date



**ATTACHMENT 5: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

- |     |               |  |
|-----|---------------|--|
| 1.  | FAR 52.203-2  | Certification of Independent Price Determination   |
| 2.  | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)                              |
| 3.  | FAR 52.204-3  | Taxpayer Identification  |
| 4.  | FAR 52.204-5  | Women-Owned Business (Other Than Small Business)   |
| 5.  | FAR 52.209-5  | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters                                 |
| 6.  | FAR 52.215-6  | Place of Performance   |
| 7.  | FAR 52.219-1  | Small Business Program Representations   |
| 8.  | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program                                 |
| 9.  | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-22 | Small Disadvantaged Business Status  |
| 11. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products   |
| 12. | FAR 52.222-22 | Previous Contracts and Compliance Reports  |
| 13. | FAR 52.222-25 | Affirmative Action Compliance  |
| 14. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements  |
| 15. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions  |
| 16. | FAR 52.223-4  | Recovered Material Certification   |
| 17. | FAR 52.223-9  | Estimate of Percentage of Recovered Material Content for EPA – Designated Products, Alternate I                                    |
| 18. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting  |
| 19. |               |  |
| 20. | FAR 52.225-4  | Buy American Act--North American Free Trade Agreement--Israeli Trade Act— Balance of Payments Program Certificate                  |
| 21. | FAR 52.225-6  | Trade Agreements Certificate   |
| 22. | FAR 52.226-2  | Historically Black College or University and Minority Institution Representation   |
| 23. | FAR 52.227-6  | Royalty Information  |
| 24. |               | Certification Regarding Environmental Tobacco Smoke  |
| 25. | FAR 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software   |

To Be Completed by the Offeror: **(The Representations and Certifications must be executed by an individual authorized to bind the offeror.)** The offeror makes the following Representations and Certifications as part of its proposal **(check/complete all appropriate boxes or blanks on the following pages)**.

(Name of Offeror)	(RFP No.)
(Signature of Authorized Individual)	(Date)
Typed Name of Authorized Individual	

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001

1. 52.203-2 **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate any action contrary to subparagraphs (a)(1) through (a)(3) above
- 
- 
- [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];**
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-11 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (Sept 2005)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –
- (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all Subcontract awards at any tier and require that all recipients of Subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. 52.204-3 **TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).  
 TIN:  
 TIN has been applied for.  
 TIN is not required because:  
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
 Offeror is an agency or instrumentality of a foreign government;  
 Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.  
 Sole proprietorship;  
 Partnership;  
 Corporate entity (not tax-exempt);  
 Corporate entity (tax-exempt);  
 Government entity (Federal, State, or local);  
 Foreign government;  
 International organization per 26 CFR 1.6049-4;  
 Other
- (f) Common parent.  
 Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

**4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- i. *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.]

The offeror represents that it  is a women-owned business concern.

**5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

**(NOTE: Applies to contracts expected to exceed \$100,000.)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that –
- (i) The Offeror and/or any of its Principals --

- (A) Are [ ], are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or Subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (D) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (ii) The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means offerors; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**6. 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance** (Street Address, City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent**


**7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE]
  - (2) The small business size standard is [INSERT SIZE STANDARD]
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
  - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) **Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
  - (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of the provision.)** The offeror represents, as a part of its offer, that --

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**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 (a) of this provision.

**Women-owned small business concern,** means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**Veteran-owned small business concern** means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Representations and Certifications - Negotiated DECEMBER 27, 2001 8 Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**



The Offeror [ ] is, [ ] is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 – 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**9. 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

**(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)**

**(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last three fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 – 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

Product Service Code	SIC Code	Description
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of

		Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (Misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834, 2835, 2836	Drugs and Biologics
7045	3572, 3695, 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

**10. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

**(Note: This applies to competitive solicitations over \$500,000.)**

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)  **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or Subcontract shall:
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate I (OCTOBER 1998)**

**(Note: Not applicable in accordance with CAAC Letter 2004-05, dated December 27, 2004, entitled, "Expired Program Authority for the Price Evaluation Adjustment for Small Disadvantaged Business Program.")**

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.amet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**11. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

*(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)*

a. *Definition.*

*Forced or indentured child labor means all work or service--*

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

\_\_\_\_\_  
\_\_\_\_\_

Listed Countries of Origin

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- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**12. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEBRUARY 1999)**

The offeror represents that –

- (a) It  has,  has not participated in a previous contract or Subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before Subcontract awards.

**13. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**14. 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**15. 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND**

**BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (June 2006)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer non-responsive.

**16. 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

**(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**17. 52.223-9 ALTERNATE I (AUGUST 2000) ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS**

**(This certification is applicable in solicitations that are for, or specify the use, of EPA designated products containing recovered materials.)**

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, \_\_\_\_\_(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
*[Signature of the Officer or Employee]*

\_\_\_\_\_  
*[Typed Name of the Officer or Employee]*

\_\_\_\_\_  
*[Title]*

\_\_\_\_\_  
*[Name of Company, Firm, or Organization]*

\_\_\_\_\_  
*[Date]*

**18. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  
(AUGUST 2003)**

**[Note: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.]**

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
    - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**19. 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

**[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act – Supplies.”
- (b) Foreign End Products:  
  
 Line Item No: \_\_\_\_\_  
 Country of Origin: \_\_\_\_\_  
 (List as necessary)
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**20. 52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT—ISRAELI TRADE ACT (June 2006)**

**[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding \$25,000 but less than \$175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.]**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled, “Buy American Act – Free Trade Agreements – Israeli Trade Act.”

- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act—North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

**END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, SINGAPORE,  
OR ISRAEL**

Line Item No: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**OTHER FOREIGN END PRODUCTS**

Line Item No: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**ALTERNATE I (JANUARY 2004)** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value exceeds \$25,000 but is less than \$50,000.]**

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

**CANADIAN END PRODUCTS**

Line Item No: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

**ALTERNATE II (JANUARY 2004)** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]**

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

**CANADIAN OR ISRAELI END PRODUCTS**

Line Item No: \_\_\_\_\_



Country of Origin: \_\_\_\_\_  
(List as necessary) \_\_\_\_\_

21. 52.225-6 **TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

**OTHER END PRODUCTS**

Line Item No: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary) \_\_\_\_\_

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2 **HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

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

*Historically Black College or University* means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority Institution* means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation*. The offeror represents that it--

[ ] is [ ] is not a Historically Black College or University;  
[ ] is [ ] is not a Minority Institution.

23. 52.227-6 **ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)**

**ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**24. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)**

**(Note: This certification applies only to those contracts which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)**

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

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

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

25. **52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data – General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited Rights Data" and "Restricted Computer Software" are defined in the contract clause entitled "Rights in Data-General."

**ATTACHMENT 6: SUBCONTRACTING CERTIFICATION**

In accordance with the terms of its prime contract under which a resulting award will be issued, SAIC-Fredrick is committed to maximizing small business subcontracting opportunities to the maximum extent practicable. In pursuit of this objective please complete, and include in your technical proposal, the following certification providing the percentage of effort that will be conducted by in-house, employee personnel during the execution of the statement of work as provided herein (including any option tasks/periods, as applicable):

***SUBCONTRACTING CERTIFICATION***

*By submission of this signed offer, \_\_\_\_\_ hereby certifies that \_\_\_\_\_ %\* of*  
*[insert organization name]*  
*the effort expended in the execution of the statement of work as provided by SAIC-Frederick*  
*in solicitation number \_\_\_\_\_ will be conducted by employees of this organization.*  
*[see RFP pg 1 for number]*

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

\*If the percentage of work to be conducted by employees of your organization is less than 100% a small business subcontracting plan as described in FAR 19.704 should be provided with your proposal and must be accepted by SAIC-Frederick prior to subcontract award. Failure to provide an acceptable subcontracting plan in a timely manner may render your organization ineligible for subcontract award.