



# Electronic Request for Proposal

## SOLICITATION COVER PAGE

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**OFFERORS ARE RESPONSIBLE FOR ROUTINELY CHECKING THE CMB WEBSITE <http://www.niaid.nih.gov/contract/default.htm> FOR ANY POSSIBLE SOLICITATION AMENDMENTS THAT MAY BE ISSUED. NO ADDITIONAL NOTIFICATION OF ANY AMENDMENTS WILL BE PROVIDED BY THIS OFFICE.**

<b>Purchase Authority: Public Law 92-218, as amended.</b>			
<b>NOTE: The issuance of this solicitation does not commit the government to an award.</b>			
<b>RFP Number:</b> NIH-NIAID-DAIT-01-20	<b>Just In Time:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Small Bus. Set-Aside</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>8(a) Set-Aside</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>NAICS Code:</b> 541710 <b>Size Standard:</b> 500 employees	<b>Level of Effort:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>Total Effort:</b> n/a
<b>TITLE: Statistical and Clinical Coordinating Center – Clinical Trials of Stem Cell Transplantation for Treatment of Autoimmune Diseases</b>			
<b>Issue Date:</b> December 29, 2000	<b>Due Date/Time:</b> March 15, 2001; 3:00 PM, EST	<b>Technical Proposal Page Limits:</b> <input checked="" type="checkbox"/> Yes (see " <a href="#">How to Prepare and Submit Electronic Proposals</a> ") <input type="checkbox"/> No	
<b>ISSUED BY:</b> <hr/> Barbara A. Shadrick, Contracting Officer Contract Management Branch, DEA NIAID, NIH 6700-B Rockledge Drive Room 2230, MSC 7612 Bethesda, MD 20892-7612		<input checked="" type="checkbox"/> <b>We reserve the right to make awards without discussion.</b>	
		<b>NO. OF AWARDS:</b> <input checked="" type="checkbox"/> Only 1 Award <input type="checkbox"/> Multiple Awards	<b>PERIOD OF PERFORMANCE:</b> <u>Seven (7)</u> Years beginning on or about <u>August 15, 2001</u> .
Offers will be valid for 120 days unless a different period is specified by the Offeror on the form entitled "Proposal Summary and Data Record, NIH-2043" (See SECTION J - Attachments)			
The Official Point of Receipt for the purpose of determining timely delivery is the Contract Management Branch as stated above. If your proposal is not received by the Contracting Officer or Designee at the place and time specified, then it will be considered late and handled in accordance with PHS Clause 352.215-10 entitled "Late Proposals, Modifications of Proposals and Withdrawals of Proposals" located in this Solicitation.			
<b>POINT OF CONTACT -- <u>Scott Drega</u> --COLLECT CALLS WILL NOT BE ACCEPTED--</b>			
<b>Telephone: Direct</b> (301) 496-6424 <b>Main</b> (301) 496-0612		<b>Fax</b> (301) 402-0972	<b>E-Mail</b> <a href="mailto:sdrega@niaid.nih.gov">sdrega@niaid.nih.gov</a>

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This is a listing of General Clauses which will be applicable to most contracts resulting from this RFP. However, the organizational structure of the successful offeror(s) will determine the specific General Clauses listing to be contained in the contract(s) awarded from this RFP.

**ARTICLE I.1. GENERAL CLAUSES FOR A [COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT](#) CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (SEPTEMBER 2000)**

**ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED [COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS](#) – FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (SEPTEMBER 2000)**

**ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED [COST-REIMBURSEMENT CONTRACT WITH NONPROFIT ORGANIZATIONS OTHER THAN EDUCATIONAL INSTITUTIONS](#) - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (SEPTEMBER 2000)**

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

10. [LIST OF ATTACHMENTS - \(SECTION J\):](#)
11. [REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS \(NEGOTIATED\) - \(SECTION K\)](#)

If you intend to submit a proposal, you MUST complete this document and submit it as part of your Business Proposal. If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.
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# **BACKGROUND/STATEMENT OF WORK/NOTES TO OFFERORS**

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## **BACKGROUND**

### **INTRODUCTION**

To address the present needs of the Government, the Division of Allergy, Immunology and Transplantation, National Institute of Allergy and Infectious Diseases (NIAID), National Institutes of Health, is requesting proposals to establish and manage a Statistical and Clinical Coordinating Center to provide support for the NIAID Clinical Trials of Stem Cell Transplantation for the Treatment of Autoimmune Diseases program, which was established in FY2000 to: 1) design and conduct clinical trials to evaluate the safety, toxicity and efficacy of stem cell transplantation for the treatment of multiple autoimmune diseases, and 2) design and conduct studies of the underlying mechanisms of this therapeutic approach, as an integral part of the clinical trials undertaken.

The purpose of this statistical and clinical coordinating center will be to: (1) provide statistical leadership and clinical trial design expertise for the development, implementation and analysis of clinical trials and studies of underlying mechanisms; (2) establish and administer a reliable, efficient and responsive system for the collection, storage, management, quality assurance and reporting of study data, including systems of patient registration and randomization for Phase I, II and III clinical trials; (3) conduct clinical site monitoring and training in protocol implementation, as well as data collection, management, quality control and reporting requirements; (4) provide support for regulatory and technical functions and requirements associated with Investigational New Drug applications (INDs) and Investigational Device Exemption applications (IDEs), including adverse event reporting; (5) prepare interim and final analyses of study data; (6) coordinate and provide support of technical and administrative activities of the Operations Committee and Study Teams, and (7) coordinate, provide administrative support, and prepare reports and analyses for review by an independent NIAID Data and Safety Monitoring Board.

### **BACKGROUND**

The NIAID Division of Allergy, Immunology and Transplantation (DAIT) promotes and supports a broad range of research aimed at elucidating the immune mechanisms underlying autoimmune diseases and translating this basic knowledge to clinical applications that will benefit individuals affected by these diseases. DAIT also supports a broad range of research related to stem cell and transplantation biology. The ultimate goal of this research program is the development of effective approaches for the treatment and prevention of autoimmune diseases.

The Congressional Conference Report accompanying the FY1999 Appropriations Bill strongly urged the NIAID to expand its research efforts focused on autoimmunity and provided additional support for increased investigations in this area. A trans-NIH scientific planning process identified areas of extraordinary opportunity in autoimmune disease research. One of those of highest priority for a majority of NIH Institutes was support of clinical trials of stem cell transplantation for treatment of multiple autoimmune diseases. Although small pilot trials suggest that this procedure is safe in certain highly selected patients, clear evidence of efficacy is not available. Early evidence of the efficacy of stem cell transplantation (immune ablation and stem cell support) for autoimmune disease came from isolated reports of dramatic improvements of coincident autoimmune diseases in patients treated with allogeneic stem cell transplants for cancer. In addition, studies of animal models of autoimmune disease demonstrated the efficacy of this approach, including the efficacy of some syngeneic and autologous transplants.

More recently, evidence of safety and clinical improvement has been reported in pilot studies and small clinical trials of stem cell transplantation for autoimmune diseases. However, immune ablation with autologous stem cell transplantation is not without significant risks. Mortality from autologous stem cell transplantation ranges from 1-10% in patients with cancer and leukemia. Although the conditioning regimens may not be as ablative as those used for cancer eradication, the patient's risk from the transplantation procedure must be weighted against the risk of mortality and disability related to the patient's autoimmune disease.

Clinical studies are now ongoing at many transplant centers in Europe and the United States. However, the interpretation of the results of these studies is complicated by differences in patient selection criteria, conditioning regimens, methods of stem cell preparation, outcome measures, and length of follow-up. Recently, the depletion of T cells from autologous peripheral blood stem cells using CD34+ selection has produced the most promising results in safety and clinical response. However, randomized controlled clinical trials are necessary to assess efficacy.

The mechanism underlying the remission of autoimmune disease in patients after immune ablation and stem cell infusion is unclear. Regeneration of the immune system may result in the generation of self-tolerance through exposure of lymphocyte precursors to self-antigens early in re-development of the immune system. Another possibility is a shift in immune regulatory cells such that autoreactive cells are down regulated. Evidence that a combination of genetic susceptibility and environmental insult are necessary for the development of most autoimmune diseases suggests that ablation and regeneration of the immune system will result in unresponsiveness to self until re-exposure to a disease-inducing agent. To further elucidate the basic mechanisms, studies of immune regeneration and the autoimmune responses in patients who have received stem cell transplants are needed.

To address the need for large scale safety and efficacy studies of stem cell transplantation for autoimmune diseases, NIAID established the NIAID Clinical Trials for Stem Cell Transplantation for the Treatment of Autoimmune Diseases (hereafter referred to as the SCTTAD) program, which is supported by three separate contracts for a period of five (5) years, beginning in FY 2000. Each contract will include a consortium of investigators who will perform the clinical trials and mechanistic studies. A separate Study Team will be responsible for the design and development of the protocol for each clinical trial and the performance of that trial and its associated mechanistic studies. The Study Teams will be composed of the lead investigator(s) of the individual study, key clinical site directors with representation from transplant and disease specific personnel, a mechanistic studies coordinator for each study, NIAID Project Officer, and a SACCC Project Director. The Operations Committee consists of the principal investigators of the three contracts and a representative from each Study Team, the NIAID Project Officer, and the SACCC Project Director. The Operations Committee and the Study Teams will meet twice annually for the 5 year period of the SCTTAD awards in Bethesda, Maryland area and will conduct conference calls as needed. The current investigators in the Clinical Trials of Stem Cell Transplantation for the Treatment of Autoimmune Diseases program are listed in Appendix A.

The Clinical Trials for Stem Cell Transplantation for the Treatment of Autoimmune Diseases investigators will propose clinical trials and mechanistic studies. All such proposals shall be subject to review and approval by the Government. In addition, proposed clinical trial protocols and detailed research plans for mechanistic studies shall be subject to review and approval by NIAID staff and, when necessary, by external advisors selected by the NIAID to provide advice and assistance in the monitoring of these research programs. After approval by NIAID, separate Study Teams will develop the detailed protocols for each approved clinical trial, including the proposed mechanistic studies. The Study Teams will also oversee the performance of the clinical trials and mechanistic studies.

The purpose of this RFP is to solicit proposals to provide the statistical, clinical coordination, regulatory, technical and administrative support necessary for the design, conduct, monitoring and evaluation of clinical trials and mechanistic studies to be carried out by the NIAID Clinical Trials for Stem Cell Transplantation for Treatment of Autoimmune Diseases (SCTTAD). The Statistical and Clinical Coordinating Center shall provide support for the NIAID Clinical Trials for Stem Cell Transplantation for the Treatment of Autoimmune Diseases program for a total period of seven (7) years.

## **ADDITIONAL INFORMATION ON THE SCOPE AND REQUIREMENTS OF THIS SOLICITATION**

- The work proposed under this solicitation is being performed during FY2000 by EMMES Corporation.
- Potential offerors may view a copy of the solicitation for the Clinical Trials entitled "Stem Cell Transplantation for Treatment of Autoimmune Diseases," RFP NIH-NIAID-DAIT-BAA-99-31 from the NIAID Contract Management Branch Home Page at <http://www.niaid.nih.gov/contract/archive/9931rfp.htm>.
- A broad range of statistical, technical, regulatory, clinical trial coordination and monitoring, and administrative expertise will be necessary to carry out the requirements of this solicitation. The Government recognizes that a single institution or organization may not have the expertise and facilities necessary to perform all requirements and, therefore, that it may be necessary for the Prime Contractor to subcontract portions of the work to be performed. **EXPERTISE IN RECEIPT, STORAGE, AND DISTRIBUTION OF DRUGS, DEVICES, OR BIOLOGICS AND CLINICAL SITE MONITORING MAY BE SUBCONTRACTED. HOWEVER, AS NOTED BELOW, CLINICAL SITE TRAINING MAY NOT BE SUBCONTRACTED.**
- Offerors shall have flexibility in proposing a structure and organization capable of meeting the requirements of this work statement. However, the Prime Contractor shall be required to demonstrate proven expertise in:
  - (1) providing statistical leadership for the design of clinical trials and the analysis of study results;
  - (2) designing and administering data collection, management, quality assurance and reporting systems;
  - (3) training of clinical site staff (although clinical site monitoring can be subcontracted);
  - (4) supporting regulatory and technical functions and requirements associated with Investigational New Drug (IND) applications and Investigational Device Exemption applications (IDEs);
  - (5) coordinating and technically and administratively supporting multi-center clinical trials, Study Teams, and the NIAID Data Safety and Monitoring Board activities, including the preparation of interim data and reports; and
  - (6) supporting the technical and administrative functions of multi-site cooperative clinical research programs.

**STEM CELL TRANSPLANTATION FOR TREATMENT OF AUTOIMMUNE  
DISEASES CLINICAL TRIALS INVESTIGATORS**

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# STATEMENT OF WORK

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Independently, and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, materials, equipment, and facilities, not otherwise provided by the Government under the terms of this contract, as needed to perform the work set forth below.

1. Establish and manage the Statistical and Clinical Coordinating Center (SACCC) for the SCTTAD. The Contractor shall provide the statistical, clinical, technical, regulatory and administrative expertise necessary to carry out the tasks specified below, and other tasks as directed by the Project Officer:
  - a) Develop, implement, refine, and monitor all phases of clinical trials and studies of underlying mechanisms of stem cell transplantation for the treatment of autoimmune diseases.
  - b) Design and conduct interim and final analyses of study data;
  - c) Conduct clinical site monitoring and training;
  - d) Establish and administer data collection, management, quality assurance and reporting systems;
  - e) Provide support for regulatory functions and requirements associated with Investigational New Drug (IND) applications and with Investigational Device Exemption applications (IDEs);
  - f) Distribute and ensure quality control of study products;
  - g) Support the technical and administrative functions of the SCTTAD Operations Committee and Study Teams; and
  - h) Coordinate, provide administrative support, and prepare reports and statistical analyses for the activities of the independent NIAID Data and Safety Monitoring Board (DSMB).
2. Provide statistical leadership and clinical trial design expertise for the development of protocols at all phases to be conducted by the SCTTAD, including the development of proposed clinical trials and the development of clinical protocols with respect to:
  - a) Delineation of the research questions to be addressed;
  - b) Selection of study populations and control or comparison groups;
  - c) Development of inclusion and exclusion criteria;
  - d) Calculation of sample size requirements for statistical significance for Phase I, II and III clinical trials;
  - e) Definition of clinical end-points and immune/surrogate markers;
  - f) Selection of randomization and stratification methods;
  - g) Definition of the number and type of patient samples and proposed methods for their collection, storage, distribution, and tracking;
  - h) Assessment of the feasibility of recruiting and retaining adequate numbers of study participants;
  - i) Design and development of study forms in collaboration with SCTTAD investigators; and
  - j) Preparation and updating, as necessary, of a Manual of Operations for each clinical protocol delineating specific instructions, requirements and guidelines for the conduct of clinical trials by the clinical sites, including the clinical protocol, study forms, procedures for the collection, testing, storage and shipping of patient samples, and procedures for data collection, entry, verification and storage.



- k) Participating extensively in the writing of proposed concepts and clinical protocols;
  - l) Arranging conference calls and meetings to review and modify, as necessary, proposed clinical protocols, including all costs associated with conference calls as well as travel expenses for SACCC staff and SCTTAD Investigators to attend Study Team meetings;
  - m) Distributing proposed clinical protocols to members of the SCTTAD Operations Committee, members of the appropriate Study Team, NIAID, and outside experts for evaluation; and
  - n) Preparing and distributing final approved clinical protocols to the SCTTAD appropriate investigators and all participating clinical sites.
3. Provide statistical leadership and clinical trial design expertise for the development of studies of the underlying mechanisms of stem cell transplantation for the treatment of autoimmune diseases conducted by the SCTTAD, including the development of proposed mechanistic studies and detailed research plans for all such studies, including but not limited to:
- a) Delineation of the research questions to be addressed;
  - b) Development of statistical parameters associated with the techniques and methodologies to be used to assess underlying mechanisms;
  - c) Definition of the type, number and volume of patient samples required and specific instructions to clinical sites for the appropriate collection, testing, storage and shipping of patient samples;
  - d) Analysis of new techniques and methodologies in comparison with standard approaches to the measurement of disease stage, activity and clinical outcome;
  - e) Design and development of study forms in collaboration with SCTTAD Investigators;
  - f) Participating extensively in the writing of proposed draft research designs;
  - g) Arranging conference calls and meetings to review and modify, as necessary, research designs, including the costs associated with conference calls as well as meeting travel expenses for SACCC staff and SCTTAD investigators;
  - h) Distributing proposed research designs to members of the SCTTAD Operations Committee, SCTTAD Study Teams, NIAID, and outside reviewers for evaluation; and
  - i) Preparing and distributing final approved research designs to the SCTTAD investigators and all participating clinical sites and mechanistic study sites.
4. As directed by the Project Officer, and in collaboration with the SCTTAD investigators, design and conduct interim and final statistical analyses of study data, prepare reports on the status of clinical trials and mechanistic studies, and participate in the preparation of scientific manuscripts and reports for publication and presentation at scientific meetings. This shall include, but not be limited to:
- a) Preparing interim and final analyses of: the safety, toxicity and efficacy of treatments evaluated in SCTTAD clinical trials; and the validity, reliability and specificity of techniques and methodologies used to assess underlying mechanisms;
  - b) Developing recommendations for modifications in the design of ongoing clinical trials and mechanistic studies with respect to statistical parameters such as sample size, control or comparison groups, clinical endpoints and immune/surrogate markers, etc.;
  - c) Preparing interim reports on accrual, retention, compliance, loss to follow-up and other statistical issues and problems relevant to the conduct of SCTTAD clinical trials, and recommendations for improvements and modifications to resolve such issues and problems; and
  - d) Presenting all such reports, analyses and recommendations to the SCTTAD investigators, NIAID, and the NIAID DSMB, and assisting in implementing necessary modifications approved by these governing bodies, including revised clinical protocols and research designs for mechanistic studies.

5. Establish and administer efficient, reliable and responsive systems for the collection, storage, management, quality assurance and reporting of study data, as well as a system for electronic communication linkages among SCTTAD clinical and mechanistic study sites, the NIAID, and the SACCC. The Contractor shall develop and manage systems that provide for:
  - a) The collection, computer processing, storage, tracking and retrieval of all clinical and laboratory study data at a central data management facility;
  - b) Central computerized registration and randomization, where appropriate, of all patients on SCTTAD protocols, or alternative non-computerized methods as appropriate;
  - c) Computerized study forms and systems for the remote entry and transmission of patient data from clinical sites to the central data management facility, or alternative non-computerized methods when appropriate;
  - d) Quality assurance and quality control procedures to evaluate and, when necessary, improve the accuracy, timeliness and completeness of data submitted by the clinical sites, including verification of the clinical and laboratory data used to determine that study participants have reached protocol-defined endpoints;
  - e) The development, implementation and maintenance of security requirements, including:
    - 1) An Automated Information System (AIS) Security Profile, which at a minimum shall include: the System's Security Plan (SSP); the Risk Analysis (RA); the Continuity of Operations Plan (COOP; also known as the Contingency Plan);
    - 2) A log or record of the results from testing the COOP, any existing plans and progress reports for implementing additional security safeguards and controls; and the system access authorization list. The profile shall be kept up-to-date for review and potential inspection upon demand by NIH/DHHS authorized agents. Upon request, copies of specified profile documents shall be presented to NIH/DHHS for its own system's security reporting purposes;
    - 3) The preparation and submission, for Project Officer approval, of an RA following the guidance given in DHHS AISSP Handbook (<http://irm.cit.nih.gov/policy/aissp.html>). The RA is to be maintained and updated every three years, or in advance of implementing major system modifications or enhancements;
    - 4) The preparation and submission of an annual SSP, following the instruction in OMB Bulletin 90-08, for review and approval by the Project Officer and the NIH SSO; (<http://irm.cit.nih.gov/itmra/omb90-08.html>).
    - 5) The development and maintenance of an up-to-date COOP following the guidance in DHHS AISSP Handbook (<http://irm.cit.nih.gov/policy/aissp.html>). At a minimum, the COOP shall cover emergency operations, backup operations, and recovery plans to assure continuous operations of the system's facility. COOP testing shall be conducted and the results recorded at least every six months;
    - 6) Plans, procedures, and a recommended schedule and budget for implementation of security safeguards required to satisfy the anticipated conditions of acquiring data from clinical and mechanistic study sites. This includes data integrity and security during electronic transmission, or during transit from the sites to the SACCC if non-electronic data transmission is used. All patient identifiable data is subject to the Privacy Act and DHHS regulations; and
    - 7) Provision for the appropriate labeling, storage, handling, and disposal of sensitive or controlled data, media, and output.
  - f) Electronic communication linkages among SCTTAD clinical and mechanistic study sites, the SACCC, the NIAID, and the SCTTAD principal investigators. E-mail and/or Internet- based communications are required for data submission and intergroup "discussions" while telephone communication will be used for conference calls.
6. Conduct clinical site monitoring and training for all SCTTAD clinical sites. The Contractor shall establish a system to monitor SCTTAD clinical sites and to train clinical, technical, data management and administrative site staff, including development and implementation of a set of Standard Operating Procedures (SOP) delineating the policies, procedures and requirements of the SCTTAD and the FDA. This system shall adhere to the NIH policy for data and safety monitoring, released in the NIH Guide to Grants and Contracts on June 10, 1998 (<http://www.nih.gov/grants/guide/notice-files/not98-084.html>). The clinical site monitoring and training system shall include, but not be limited to:

- a) Site establishment visits for all SCTTAD clinical sites and, in the second and subsequent years, site establishment visits for all new clinical sites added to the SCTTAD programs. These initial site visits shall encompass: an assessment of the adequacy of all site facilities to be used for clinical trials, e.g., pharmacy, clinical unit, and patient record storage areas; a thorough explanation to site personnel of Federal regulations governing informed consent, Institutional Review Boards, responsibilities of sponsors and investigators, and protection of human subjects from research risks; compliance with required education in the protection of human subject participants; and a thorough explanation of SCTTAD policies and procedures and good clinical research practices;
  - b) Interim site visits to: (i) assess site compliance with the requirements for SCTTAD clinical protocols being conducted, including: adherence to inclusion and exclusion criteria; reporting of serious adverse events; the appropriate collection, storage and transport of patient samples; the accuracy, timeliness and completeness of data collection and entry; clinical records maintenance; and study product accountability; and (ii) assess the various components of the operation and management of the clinical sites, including: site management, organization and utilization of the site staff; communication among clinical, technical and administrative staff; and the adequacy of site facilities and study equipment;
  - c) Standardized training for clinical site staff for the initiation of all SCTTAD protocols by a meeting to be conducted at the Contractors site or elsewhere whenever a new protocol is initiated and interim conference calls with all coordinators monthly thereafter, as well as the development of a Manual of Operations (MOP) for each clinical protocol delineating specific instructions and requirements necessary for the appropriate implementation and monitoring of each clinical trial by site personnel, and the provision of travel expenses associated with group meetings of clinical site personnel, when necessary to ensure appropriate training;
  - d) Identification of site-specific problems and development of recommendations for the improvement of site performance with respect to: the overall management and coordination of the clinical site; adherence to SCTTAD Standard Operating Procedures (SOP), protocol requirements as specified in MOP and Federal regulatory requirements; the quality, timeliness and accuracy of data collection, storage, and management, and analyses. This shall include the preparation of written site visit reports on the findings resulting from clinical site visits, including delineation of specific problems and recommendations for improvements, when necessary, for presentation to the SCTTAD investigators; and
  - e) An annual drug accountability audit on a sampling of active protocols at each SCTTAD clinical site.
7. Provide support for regulatory functions and requirements associated with Investigational New Drug (IND) applications and Investigational Device Exemption (IDE) applications and the design, conduct, monitoring and analysis of clinical trials of experimental therapies. This shall include:
- a) Establishing and maintaining a computerized tracking system for the receipt, follow-up, reporting, and disposition of adverse events for all SCTTAD clinical trials to the Food and Drug Administration (FDA), the NIAID, appropriate SCTTAD investigators, and the NIAID DSMB when appropriate. All procedures and systems must meet the guidelines and regulations of the FDA as related to processing of Adverse Event Reporting and safety information. This shall include:
    - 1) Establishing and maintaining a system for SACCC central receipt of AER information 24 hours/day.
    - 2) Establishing and maintaining a toll-free 800 telephone service for the receipt and triage of telephone calls from study participants concerning potentially serious problems that may require immediate attention by clinical site personnel. This service shall provide pre-recorded instructions and steps to be followed for direct patient reporting of potential problems, including identification of patient name, contact information, present location, protocol, clinical site, treating physician and nurse coordinator, etc. This service shall also provide for the notification of appropriate clinical site personnel or back-up on call site personnel within two (2) hours of the receipt of a patient telephone call.
    - 3) Providing experienced clinical personnel as may be necessary to evaluate adverse event reports received from SCTTAD clinical sites, and working with clinical site staff to clarify information, obtain follow-up information, and/or reconcile discrepancies between adverse event data reported versus adverse event data collected on study forms;
    - 4) Within 24 hours of receipt, abstracting and entering adverse event data into the SCTTAD central databases;

- 5) Preparing and distributing, by hard copy or electronic methods, Safety Reports or Information Reports on adverse events following the established FDA, NIAID, SCTTAD guidelines and regulations;
  - 6) Developing and distributing to participating clinical sites adverse event reporting forms, standard operating procedures for processing adverse event data, and appropriate instructions or manuals. The forms shall be developed in coordination with SCTTAD investigators and shall conform to NIH, NIAID and FDA guidelines and regulations;
  - 7) Developing, implementing and maintaining quality control/assurance procedures and ongoing training to ensure consistency, completeness and accuracy of adverse event reporting, coding and data entry; and
  - 8) Generating and submitting reports to the Project Officer documenting site performance, as measured by accuracy and completeness of Adverse Event Reports, time required for response to queries, and SACCC performance, as measured by timely adverse event report disposition (i.e., time from receipt to entry into central databases, time from receipt to FDA reporting where applicable, and other tracking parameters identified by the Project Officer). These reports shall be prepared and submitted monthly or more or less frequently as determined by the Project Officer.
- b) Develop and maintain a computerized clinical site registration system which includes, but is not limited to, the following:
- 1) Filing and tracking registration documentation submitted by SCTTAD clinical sites;
  - 2) Preparing and submitting to the FDA, required registration documentation, including copies of the FDA 1572 forms, Curricula Vitae, Institutional Review Board (IRB) approval of each protocol, and IRB-approved consent forms for each protocol;
  - 3) Responding to queries on the status of site registration from the clinical sites, NIAID, and the SCTTAD investigators; and
  - 4) Confirming completion of all procedures necessary for study registration, and notifying clinical sites that registration has been completed for a particular protocol so that study products may be ordered and distributed.
- c) Investigational New Drug application (IND) and Investigational Device Exemption application (IDE) sponsors for SCTTAD clinical trials may include the NIAID, individual SCTTAD investigators, and/or pharmaceutical companies. The Contractor shall be responsible for carrying out all regulatory requirements for NIAID- and investigator-sponsored INDs or IDEs. In instances where the pharmaceutical company serves as the IND or IDE sponsor, the Contractor shall not be responsible for carrying out the regulatory functions outlined below unless agreed upon by the company and the Project Officer. Approximately 80 percent of the clinical trials conducted by the SCTTAD will involve IND or IDE sponsorship by the NIAID or by individual SCTTAD investigators. The Contractor shall prepare, distribute and track Investigational New Drug Applications (INDs) or Investigational Device Exemptions (IDEs) sponsored by NIAID, SCTTAD investigators, and, when appropriate, pharmaceutical companies. This shall include:
- 1) Providing technical and administrative assistance in the preparation and assembly of original and subsequent IND or IDE submissions;
  - 2) Gathering information for use in the preparation of IND or IDE submissions, including pre-clinical screening, animal toxicity, chemistry, pharmacology, literature research and clinical research, contacting appropriate Federal and private organizations, including pharmaceutical companies; and editing, indexing, assembling and duplicating acquired data for subsequent submission to the FDA;
  - 3) Obtaining letters from pharmaceutical company sponsors, NIAID and/or individual investigators authorizing the cross-filing of information from other sources for agents studied in clinical protocols under separate INDs or IDEs;
  - 4) Preparing statistical and technical information and other materials for meetings with officials of the FDA regarding the design, implementation and monitoring of SCTTAD clinical trials and IND or IDE approval; responding to specific inquiries from FDA officials concerning clinical protocol design and IND or IDE submissions; and, when necessary, making presentations to FDA officials to explain protocol design and safety, toxicity and efficacy data, clarify questions, and address concerns associated with IND or IDE approval;

- 5) Preparing, distributing and tracking of IND or IDE modifications as required to meet FDA requirements; and
  - 6) Maintaining files on all IND or IDE correspondence and submissions to the FDA for SCTTAD sponsored clinical trials.
- d) Assist the SCTTAD and NIAID in the preparation of FDA-required IND or IDE sponsor's interim and annual reports. These reports include narrative analysis and tabular summaries of all results of clinical trials. This includes retrieving and summarizing information to be included in FDA annual reports, drawn from, but not limited to: chronologies, pharmaceutical company information, the latest protocol versions, schema depicting the protocols, comparison charts of protocol requirements, statistical analyses, relevant abstracts, posters, papers and presentations, copies of adverse event summary reports, and lists of all submissions to the FDA. The Contractor shall provide copies of all interim and annual reports to the FDA, the Project Officer, and individual SCTTAD investigators as may be necessary.
8. Establish and manage a system for the distribution and quality control of study products, e.g., devices, drugs, agents, and other materials to be used by subjects or clinical sites in performance of clinical trials. For SCTTAD clinical trials, study products shall be dispensed either directly to study participants or to the participating clinical site pharmacies. The responsibilities of the Contractor with respect to the distribution and quality control of study products include:
- a) Receipt and storage of study products, including, but not limited to, the following:
    - 1) Receiving shipments of study products from a variety of sources, including domestic contract manufacturers or packagers, commercial pharmaceutical companies, and foreign pharmaceutical companies and suppliers; reconciling shipping lists; noting conditions of receipt; and notifying Project Officer of any discrepancies or problems;
    - 2) Receiving and processing through U.S. Customs any shipments from foreign suppliers;
    - 3) Storing products as indicated on the manufacturer's label;
    - 4) Monitoring storage conditions to guarantee and document continuous proper storage; and
    - 5) Ensuring that all applicable FDA current Good Manufacturing Practice regulations are met.
  - b) Labeling and packaging of study products, including, but not limited to, the following:
    - 1) Labeling and packaging study products to provide supplies suitable for dispensing to individual patients at SCTTAD clinical sites, using, where applicable, randomization schemes with patient numbers and corresponding treatment assignments;
    - 2) Maintaining accurate records of all such labeled and packaged study products; and
    - 3) Providing the capability to affix auxiliary labels for use on certain products and on outer shipping cartons.
  - c) Inventory control/quality assurance, including performing a physical inventory of supplies for each protocol at least monthly, notifying the Project Officer of any discrepancies that cannot be reconciled with the current inventory, and monitoring use rate and notifying the Project Officer of low inventories or unusual increases in product requests from SCTTAD clinical sites.
  - d) Shipping and distribution of study products, including, but not limited to, the following:
    - 1) Processing Investigational Agent Request forms on a daily basis, confirming that the order is from an authorized SCTTAD clinical site, filling the order and packaging the appropriate protocol-specific research product, dosage and quantity;
    - 2) Supplying shipping cartons, cushioning materials, necessary labels (e.g., fragile), sealing tape, insulation materials, and all other supplies necessary to ensure safe and intact arrival of study products;
    - 3) Supplying sufficient quantities of appropriate packaging (e.g., wet ice, dry ice, or cold packs) to ensure the safe and intact arrival of products requiring maintenance at low temperatures;

- 4) Shipping study agents to domestic and foreign SCTTAD clinical sites so that shipments are received in a timely fashion. On a routine basis, most shipments should arrive within 24 hours.
  - 5) Obtaining the appropriate licenses and permits required by local, state and Federal authorities for the safe import, storage and distribution of drugs, as well as the appropriate interstate, intrastate and foreign import/export shipping licenses and permits for transporting biologics and drugs;
  - 6) Making shipments after hours or on weekends, as required.
  - 7) Except for the above mentioned emergency shipments or other extraordinary tasks, the Contractor/subcontractor shall be open and accessible during regular business hours; and
  - 8) Providing storage for and performing the packaging and shipping of reports, documents, etc. related to study products distributed. All original Investigational Agent Request forms shall be retained for the duration of the contract and shall be accessible for audit.
- e) Pharmaceutical services, including, but not limited to, the following:
- 1) Reviewing SCTTAD clinical protocols and providing the Project Officer with a written protocol evaluation, usually 1-2 pages in length, including estimates of the quantity of study products needed, comments regarding product handling concerns or packaging requirements;
  - 2) Providing product information (e.g., special handling or shipping, study product preparation) to clinical site pharmacists or patients with every shipment;
  - 3) Providing product ordering, transfer or return information to clinical site pharmacists or study participants;
  - 4) Authorizing the transfer of products designated for one protocol to another, as permitted by FDA regulations and/or the pharmaceutical sponsor, and maintaining copies of Investigational Agent Transfer forms for the duration of the contract;
  - 5) Providing evaluations of current study product usage and projections of anticipated requirements to manufacturers on a quarterly basis or as directed by the Project Officer. These evaluations will be reviewed and approved by the Project Officer before forwarding to manufacturers;
  - 6) Preparing protocol-specific documents providing information regarding study product packaging, dosage strength and labeling for distribution to clinical site pharmacists; and
  - 7) Establishing and maintaining a secured web site for clinical site pharmacists including but not limited to: protocol-specific information and requirements related to study products; procedures and forms for ordering study products; procedures and requirements for the return of study products; instructions to be provided to study participants; etc.
- f) Provide security/safety measures and procedures, including: 24-hour security to prevent theft, misuse or damage; an automated 24-hour temperature monitoring system to ensure maintenance of appropriate temperature storage conditions; programs or systems for fire protection; and training on safety, security and appropriate handling of investigational agents to all personnel with access to the drug storage facility. The Contractor shall also be required to meet the requirements of the Drug Enforcement Agency for the storage of controlled substances (<http://www.usdoj.gov/dea/agency/csa.htm>).
- g) Process and dispose of returned drugs, including: identifying and notifying affected investigators in the event that a lot of study product is recalled by the manufacturer or reaches the limit on its useful shelf life; receiving recalled, expired or unused study products returned from clinical sites and processing returns in conformance with local, state and Federal regulations; providing for the quarantine of returned products from other inventory; preparing computerized documentation of returns; and disposing of returned products in a manner prescribed by local, state and Federal regulations.
- h) Maintain a dedicated computerized data processing system to keep inventories and distribution records. All documentation shall be available for annual audits as required by Federal regulations.

9. Coordinate and provide statistical, technical, administrative and logistical support for the activities of SCTTAD Operations Committee, who are responsible for the administrative aspects of the SCTTAD program. The Operations Committee currently consists of the principal investigators of the three contracts and a representative from each Study Team, the NIAID Project Officer, and the SACCC Project Director. The Operations Committee and the Study Teams will meet twice annually for the 5 year period of the SCTTAD awards in Bethesda, Maryland area and will conduct conference calls as needed. The Operations Committee meetings will be held in conjunction with the meetings of the Study Teams.

Contractor support shall include:

- a) Membership on the SCTTAD Operations Committee and the Study Teams by the SACCC Project Director, including participation in all meetings and conference calls convened by this governing body. Additional SACCC staff will attend these meetings as determined by the SACCC Project Director in consultation with the Project Officer.
- b) Scheduling, arranging lodging and meeting room facilities, and arranging appropriate teleconferencing services for: (i) semi-annual 2-day meetings of the SCTTAD Study Teams and the Operations Committee; and (ii) conference calls for the SCTTAD Study Teams. The Contractor shall provide for the transportation, meals and lodging expenses associated with participation in these meetings by the non-Federal members of the SCTTAD Study Teams and the Operations Committee; and invoice Federal employees for conference-associated expenses (e.g., meals);
- c) Preparing, assisting in the preparation of, and distributing in advance of SCTTAD Operations Committee and Study Team meetings and conference calls a variety of materials, reports, analyses and recommendations for review. This shall include, but not be limited to:
  - 1) Proposed and approved protocols for clinical trials and research designs for proposed and approved mechanistic studies;
  - 2) Proposed modifications in the design of clinical trials and mechanistic studies;
  - 3) Status of and issues surrounding FDA approval of INDs and IDEs;
  - 4) Status reports on the implementation of approved clinical trials and mechanistic studies, including accrual, retention, loss to follow-up, problems and issues with respect to data management and quality assurance, and recommendations for modifications/improvements where necessary;
  - 5) Interim and final analyses of the results of clinical trials and mechanistic studies, including recommendations for protocol and mechanistic study modifications to ensure the validity, reliability and feasibility of completing approved studies; and
  - 6) Preparing brief summaries of all decisions and recommendations of the SCTTAD Operations Committee and the Study Teams.
- d) Assisting the NIAID, the SCTTAD Operations Committee and the Study Teams in the preparation of Standard Operations Procedures. This shall include, but not be limited to, policies and procedures governing:
  - 1) The development, review, and modification of proposed protocols for clinical trials and detailed research designs for mechanistic studies, including the development of criteria for the evaluation of the scientific rationale, feasibility and potential success of clinical trials and mechanistic studies;
  - 2) The monitoring of progress with respect to the implementation of clinical trials and mechanistic studies, including appropriate reporting requirements for ongoing progress reviews and criteria for expanding, curtailing or discontinuing approved studies;
  - 3) The development and implementation of criteria and procedures for the evaluation of clinical and mechanistic site performance, as well as policies for correcting site deficiencies and/or curtailing or eliminating approved sites;
  - 4) Requests for interim and final analyses of clinical and laboratory study results;

- 5) The addition of clinical and mechanistic study sites to accommodate new knowledge and scientific opportunities; and
  - 6) The preparation and review of scientific reports, manuscripts, abstracts and presentations on SCTTAD study results;
10. Coordinate and provide statistical, technical, logistical, and administrative support for the activities of the independent Data and Safety Monitoring Board (DSMB). The NIAID DSMB shall be composed of scientific and clinical experts, bioethicists, and other representatives as may be necessary. The NIAID DSMB, composed of approximately seven (7) members, will be appointed by the NIAID to oversee the clinical trials of the SCTTAD. Contractor services shall include, but not be limited to, the following:
- a) As directed by the Project Officer, coordinate the distribution and receipt of completed Conflict of Interest (COI) disclosure forms for all permanent and ad hoc DSMB members; tabulate and extract data from forms and provide to NIAID annually or more frequently as may be appropriate;
  - b) Schedule, arrange lodging and meeting room facilities, and arrange teleconference services for meetings and conference calls of the NIAID DSMB. The DSMB will meet at least semi-annually in the Bethesda, Maryland area to review clinical and laboratory data on SCTTAD studies. Meetings will be one-day, but may be longer if necessary. Conference calls of the DSMB shall be conducted as needed. The contractor shall provide for transportation, meals and lodging costs associated with the participation of non-Federal DSMB members;
  - c) Distribute copies of all protocols for clinical trials and mechanistic studies to the NIAID DSMB members for review, including forms and procedures for obtaining informed consent; preparing summaries of all comments received from NIAID DSMB members; providing summaries of DSMB comments to the NIAID Project Officer, the SCTTAD Operations Committee and Study Teams, as appropriate; and participate in preparing responses to DSMB comments and designing modifications to SCTTAD approved studies as necessary.
  - d) Prepare a variety of interim and final statistical analyses and reports for review by the NIAID DSMB, including:
    - 1) Analyses of ongoing pilot and efficacy trials with respect to safety, toxicity and efficacy, including adverse event reports and assessments;
    - 2) Study accrual and retention data, including issues and problems associated with the recruitment and retention of study participants; and
    - 3) Recommendations for improvements and modifications in study protocols as may be necessary to enhance recruitment and retention, ensure the feasibility and scientific validity of inclusion and exclusion criteria and comparison and control groups, and assess the techniques and methodologies used to delineate underlying mechanisms.
  - e) Prepare summaries of the results of all NIAID DSMB meetings for review and approval by the Project Officer.
11. Ensure an orderly and timely transfer of all data, information and documentation from the incumbent contractor/subcontractor necessary to proceed with the functions of the SACCC as detailed above.
12. Prior to completion, ensure an orderly transition of contract-related materials to a successor contractor or the Government. Six months prior to the completion date of this contract, a transition plan shall be submitted to the Project Officer for approval.

**[END OF STATEMENT OF WORK]**



## NOTES TO OFFERORS

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1. For cost estimating purposes in arranging conference calls, assume there will be five (5) Study Teams with twelve (12) members each that will hold six (6) conference calls per year per team beginning in year 1. Five (5) investigators from each Team will attend two (2) meetings in Washington, D.C. each year.
2. For cost estimating purposes in distributing materials, assume there will be nine (9) members of the SCTTAD Operations Committee and twelve (12) members on each Study Team, two (2) NIAID personnel, and five (5) outside reviewers for each protocol.
3. Best available current data indicate that Contractor support shall be provided for: 5-6 pilot and phase II/III clinical trials to be initiated by the SCTTAD investigators beginning in FY 2000 and FY2001 and running the entire length of the SCTTAD contracts; in FY2000 (i) the SCTTAD will initiate a phase II/III trial in multiple sclerosis, involving 4 to 8 clinical sites and approximately 90 total study participants; (ii) the SCTTAD will initiate one phase II/III trial in systemic lupus erythematosus involving a total of 12 clinical sites and a total of 90 study participants, (iii) the SCTTAD will initiate one phase II/III trial in scleroderma or systemic sclerosis involving a total of 8 clinical sites and a total of 90 study participants, and in FY2001 (iv) one new phase II/III study, involving 10 clinical sites and 90 study participants and in FY2002, and (v) up to two new pilot clinical trial will be initiated, involving a total of 4 SCTTAD clinical sites and approximately 30 total study participants for each pilot trial. All trials beginning in FY2000 are expected to run 5 years.
4. It is anticipated that the SCTTAD program will have at least three (3) sites involved in the design and conduct of mechanistic studies throughout the life of this research program. For cost estimating purposes, assume one (1) mechanistic study will be conducted in conjunction with SCTTAD pilot clinical trials, and two (2) mechanistic studies will be conducted in conjunction with SCTTAD multi-site clinical trials using all aforementioned patients.
5. For cost estimating purposes in clinical site training and monitoring, assume that the Contractor will conduct: one-day (i) site establishment visits to SCTTAD sites prior to patient enrollment; (ii) interim one day site visits to all SCTTAD sites biennially. Assume that each site will send two participants to initial training held by the Contractor.
6. For the 24 hour Adverse Event reporting system - This may be accomplished by providing appropriately trained health care professionals during normal working hours and utilizing an answering machine/service after normal working hours and on weekends;

# REPORTING REQUIREMENTS AND DELIVERABLES

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The Contractor shall submit to the Contracting Officer and to the Project Officer technical progress reports covering the work accomplished during each reporting period. These reports shall be brief and factual and prepared in accordance with the format specified below.

## A. MONTHLY ACCRUAL AND SITE REGISTRATION REPORT

**Every month, the Contractor shall submit a report for each open clinical protocol sponsored by the SCTTAD, which includes:**

- 1) For each clinical site enrolling study participants in open clinical protocols: projected overall accrual at each site; date of first enrollment; actual accrual to date; summary of all eligible patients per month and to date; and reasons for non-entry of eligible patients;
- 2) For each clinical site in the process of registering and obtaining approval to participate in open clinical protocols: outstanding requirements for approval; anticipated date of approval; projected accrual; and any anticipated problems with protocol approval/implementation;
- 3) Summary of the projected versus actual accrual to date for all approved clinical sites, and reasons for non-entry of eligible patients;
- 4) For each approved mechanistic study associated with an open clinical protocol: status of implementation; status of collection, shipping and receipt of patient samples; problems and/or issues associated with the collection, shipping or receipt of patient samples; and recommendations for resolving any such issues or problems; and
- 5) Recommendations for modifications in study design, clinical site monitoring, or clinical site training appropriate to improve overall or site-specific accrual, including recommendations for increasing the number of participating clinical sites.

One copy of the Monthly Accrual and Site Registration Reports shall be provided to the NIAID Project Officer. Additionally, one copy of the report shall be provided to the appropriate SCTTAD Study Team Principal Investigator.

## B. MONTHLY ADVERSE EVENT REPORT

The Contractor shall submit a report on all adverse experiences for each SCTTAD -sponsored open clinical protocol, including copies of adverse experience report forms. One copy shall be provided to the NIAID Project Officer and the appropriate Study Committee Chair.

## C. QUARTERLY STATUS, STATISTICAL AND SACCC WORK REPORT ON CLINICAL PROTOCOLS AND MECHANISTIC STUDIES

Every three months, the Contractor shall submit a report summarizing the status of the following for SCTTAD activities:

- 1) Clinical protocols and mechanistic studies under development, including: lead investigator(s); stage of development; actions required for final modification or implementation, including unresolved issues, questions or problems; and timeframe for completion;
- 2) Clinical protocols and mechanistic studies open to enrollment, including: lead investigator(s); stage of patient enrollment; actions required to meet enrollment projections, including any protocol modification(s) and unresolved issues, questions or problems; and timeframe for completion;

- 3) Proposed or ongoing interim and final analyses of the results of clinical trials and mechanistic studies sponsored by SCTTAD. This shall include:
  - a) Title, author(s), brief description and status of approved analyses, including any pending issues, problems or modifications; and
  - b) Recommendations for additional interim and final analyses for clinical trials and mechanistic studies.
- 4) SACCC work performed. This report shall be in sufficient detail to explain comprehensively the tasks accomplished and the results achieved, and shall summarize data analyses performed in text, tabular and graphical form. This report shall include, but not be limited to, the following:
  - a) A summary of all relevant descriptive information for all clinical sites combined, as well as for each site individually, to include patient accrual data, attrition (i.e.- patient drop-outs), number of forms received and number of forms delinquent, number of data edits, clinical site monitoring reports, adverse events, safety information, and any other relevant information that the SACCC considers important.
- 5) Any other information the SACCC determines that the Project Officer should be advised about.

One copy of the Quarterly Status, Statistical and SACCC Work Report shall be provided to the NIAID Contracting Officer and one copy to the Project Officer.

#### **D. ANNUAL REPORT**

On an annual basis, the Contractor shall submit a report summarizing the results of the entire contract work for the period covered. These Annual Reports shall be in sufficient detail to explain comprehensively the results achieved. Annual Reports shall be submitted thirty (30) days prior to the anniversary date. One copy of this report shall be provided to the NIAID Contracting Officer and one copy to the Project Officer. The Annual Report shall address each of these items:

##### **1. STATISTICAL DESIGN CONSIDERATIONS**

- a) The advantages and disadvantages of the various approaches to the statistical design of ongoing and completed SCTTAD clinical trials and mechanistic studies relevant for the assessment of the safety, toxicity and efficacy of stem cell transplantation for treatment of autoimmune diseases, including: control and comparison groups, inclusion and exclusion criteria, sample size; research questions addressed; clinical end-points and immune/surrogate markers, number and type of patient samples, and other information the SACCC determines is important to Project Officer decisions regarding SCTTAD operations, and
- b) Recommendations for improved statistical approaches and methods to enhance the ability to assess disease stage and activity, therapeutic effect and underlying mechanisms.

##### **2. STANDARD OPERATING PROCEDURES, including:**

- a) Development, review and implementation of approved protocols and mechanistic studies;
- b) Clinical site monitoring and training with respect to adherence to protocol requirements, data collection and quality assurance, and adherence to regulatory requirements;
- c) Preparation, review and approval of requests for statistical analyses;
- d) Review and approval of publications, abstracts, reports and presentations;
- e) Monitoring and evaluating the performance of clinical and mechanistic study sites and procedures for addressing performance problems; and
- f) Other policies and procedures as may be developed by the SCTTAD Operations Committee.

3. CLINICAL SITE MONITORING AND TRAINING, including:
  - a) Clinical site training activities conducted, including written materials on SCTTAD-specific standard operating procedures and protocol-specific requirements;
  - b) Issues and problems encountered in the training and monitoring of SCTTAD clinical sites; and
  - c) Recommendations for modifications/improvements in training materials and/or standard operating procedures to ensure adherence to protocol requirements, standard operating procedures and regulatory requirements.
  - d) All reports from clinical site establishment and interim site visits, including documentation of site capabilities and deficiencies and remedies implemented to assure the sites are in compliance with all appropriate Federal regulations and SCTTAD procedures.
4. THE DISTRIBUTION AND QUALITY CONTROL OF STUDY PRODUCTS, including: receipt, labeling, storage, distribution, security, inventory quality assurance, shipping, evaluations of usage, and disposition of returned investigational agents.
5. REGULATORY FUNCTIONS AND REQUIRMENTS, including the status of INDs and IDEs, issues and problems in the development, FDA review and approval of INDs and IDEs, and recommendations for improvements/modifications in SACCC and SCTTAD regulatory procedures. Copies of all interim and final reports submitted to the FDA by the SACCC shall also be provided.
6. NIAID DMSB RESPONSIBILITIES AND PROCEDURES, including: procedures for the review of interim and final analyses of study data and recommendations for improvements in the analyses prepared for NIAID DSMB review and the nature and type of study data generated by SCTTAD sites;
7. MONITORING PROGRESS AND EVALUATING PERFORMANCE, including an assessment of policies and procedures used by the SCTTAD and recommendations for improvements.
8. ANNUAL AUTOMATED INFORMATION SYSTEM SECURITY REPORT, including the Automated Information System (AIS) Security Profile, which at a minimum shall include: the System's Security Plan (SSP); the Risk Analysis (RA); the Continuity of Operations Plan (COOP; also known as the Contingency Plan)
9. FINAL DELIVERABLE: At the completion of the contract, the Contractor shall deliver to the Government a cleaned and edited public use data set, on media to be determined at the time of delivery, as specified by the Project Officer, and copies of all data management tools, including, but not limited to, data documentation and data dictionaries, data entry software and editing programs to allow reading and analysis of the data. The Contractor shall provide to the Government appropriate computer programs capable of: (1) reading and manipulating all data, and (2) creating SAS compatible databases. Additionally, at the completion of the contractor, the Contractor shall deliver to the Project Officer an audit trail of all raw data corrections, hard copies of the original data collected from study participants from all studies supported by this contract, and all logs and other records related to data collection, entry, editing, analysis and transfer.

In addition, the SACCC will provide a FINAL REPORT summarizing all SACCC activities for the life of the contract and all final study results and interim results from unfinished clinical trials or mechanistic studies. All study results will include the Principal Investigator; all study sites and participating investigators; enrollment statistics by clinical site (including demographic information on all enrollees) and results of the studies in textual, tabular and graphical format. In addition, the SACCC will provide a 200 word "Summary of Salient Results" detailing the important results from the SCTTAD studies accomplished during the performance of the contract.

E. **REPORT FORMAT**: All reports shall contain a title page, which includes:

- \$ Contract number and title
- \$ Type of report (Weekly, Monthly, Semi-Annual or Final)
- \$ Period of performance being reported
- \$ Contractor's name and address
- \$ Author(s)
- \$ Date of submission

1. **Technical Progress Reports**:

Item #	Type of Deliverable	Description	Initial Report Due	Subsequent Reports Due
1.	<b>MONTHLY ACCRUAL AND SITE REGISTRATION REPORT</b>	Outlined above.	09/14/01	Monthly
2.	<b>MONTHLY ADVERSE EVENT REPORT</b>	Outlined above.	09/14/01	Monthly
3.	<b>QUARTERLY STATUS, STATISTICAL AND SACCC WORK REPORT</b>	Outlined above.	11/14/01	Quarterly
4.	<b>ANNUAL REPORT</b>	Outlined above.	08/14/02	Annually
5.	<b>FINAL REPORT (WITH SUMMARY OF SALIENT RESULTS)</b>	Outlined above.	On or before the completion date of the contract.	

2. **Addressees**:

Item(s) #	No. of Copies	Addressee(s)
1,2,3,4,5	One (1)	Project Officer Rockville, MD 20892-__.
3,4,5	One (1)	Contracting Officer CMB, DEA, NIAID 6700-B Rockledge, Room 2230, MSC 7612 Bethesda, MD 20892-7612
1	One (1)	SCTTAD Study Team Principal Investigator.
2	One (1)	Study Committee Chair

# TECHNICAL EVALUATION FACTORS FOR AWARD

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## 1. GENERAL

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

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

## 2. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. Proposals will be judged solely on the written material provided by the Offeror. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

CRITERIA	Sub-Weights	TOTAL WEIGHT
<b>1. Technical Approach</b>		<b>40 Points</b>
a) Soundness and practicality of the technical approach for executing the requirements specified in the Work Statement, with adequate explanation, substantiation and justification for recommended methods for handling the projected needs of the SCTTAD, including alternative strategies, for: <ul style="list-style-type: none"> <li>• providing statistical leadership for the design, implementation, monitoring, modification and analysis of clinical trials and mechanistic studies conducted by the SCTTAD;</li> <li>• establishing and administering reliable, efficient and responsive data management and quality assurance systems;</li> <li>• designing and implementing clinical site monitoring and training requirements;</li> <li>• providing support for regulatory functions and requirements associated with Investigational New Drug (IND) applications and Investigational Device Exemptions (IDE) applications and clinical trials of experimental therapies;</li> <li>• establishing and managing systems for the distribution and quality control of study products;</li> <li>• providing statistical, technical, administrative and logistical support for the activities of the SCTTAD and the NIAID Data and Safety Monitoring Board (DSMB).</li> </ul>	<b>25 points</b>	
b) Understanding of the scope and objectives of the contract, recognition of potential difficulties that may arise in performing the work required, presentation of adequate solutions and understanding of the close coordination necessary between the NIAID, the SCTTAD Operations Committee, the Study Committees, the clinical sites and other site personnel.	<b>15 points</b>	

<b>CRITERIA (Cont'd)</b>	<b>Sub-Weights</b>	<b>TOTAL WEIGHT</b>
<b>2. Qualifications, Experience And Availability Of Personnel</b>		<b>30 Points</b>
a) Project Director/Co-Investigators <ul style="list-style-type: none"> <li>• Scientific, clinical, regulatory, technical and administrative leadership of the proposed SACCC Project Director/Co-Investigators. This shall include the documented training, expertise, relevant experience, leadership/management skills and availability of the Project Director and other senior personnel comprising the leadership of the SACCC to successfully plan and manage the project.</li> <li>• Managerial ability to achieve delivery or performance requirements as demonstrated by the proposed use of management and other personnel resources and to successfully manage the project, including subcontractor and/or consultant efforts, if applicable, as evidenced by the management plan and demonstrated by previous experience.</li> </ul>		
b) Other Personnel <ul style="list-style-type: none"> <li>• Documented availability, training, qualifications, expertise, relevant experience, education and competence of the scientific, clinical, technical and administrative staff and any other proposed personnel including proposed subcontractors and consultants to perform the requirements of the work statement as evidenced by resumes, endorsements and explanations of previous efforts relevant to the requirements of this solicitation.</li> </ul>		
c) Staffing Plan <ul style="list-style-type: none"> <li>• Staffing plan for the conduct of the project, including the appropriateness of the time commitments of all staff, the clarity and appropriateness of assigned roles, lines of authority, back-up staffing and the evidence that the proposed scientific, technical, and administrative staff will be able to function as a team.</li> </ul>		
<b>3. Experience And Capabilities Of The Organization</b>		<b>20 Points</b>
<ul style="list-style-type: none"> <li>• Documented experience of the organization in managing projects of similar complexity and scope.</li> <li>• Clarity and appropriateness of lines of communication and authority for coordination and management of the project. Adequacy and feasibility of plans to ensure successful coordination of a multi-organizational collaboration.</li> <li>• Adequacy and feasibility of provisions for transitions involving predecessor and successor contractors.</li> </ul>		
<b>4. Facilities and Resources</b>		<b>10 Points</b>
Documented availability and adequacy of facilities, equipment and resources necessary to carry out the work statement.		
	<b>TOTAL</b>	<b>100 Points</b>

**THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.**

## **SECTION I. GENERAL CLAUSES**

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### **ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates the following 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:**

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Oct 1995	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes



52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications
52.216-7	Mar 2000	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 1999	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Oct 2000	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	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	Aug 1996	Convict Labor
52.222-26	Feb 1999	Equal Opportunity
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	Jan 1997	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jun 1997	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Dec 1998	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	Oct 1995	Penalties for Unallowable Costs (Over \$500,000)

52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

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

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publication and Publicity
352.270-7	Apr 1984	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - Rev. 10/2000].

**ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**  
[\[Return to Table of Contents\]](#)

This contract incorporates the following 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:

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Oct 1995	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000), Alternate II (Apr 1998)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications
52.216-7	Mar 2000	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.3")
52.216-11	Apr 1984	Cost Contract - No Fee
52.219-8	Oct 1999	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Oct 2000	Small Business Subcontracting Plan (Over \$500,000)

52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	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	Aug 1996	Convict Labor
52.222-26	Feb 1999	Equal Opportunity
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	Jan 1997	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General, Alternate IV (Jun 1987)
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jun 1997	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Dec 1998	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)

52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

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

<u>HHSAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publication and Publicity
352.270-7	Apr 1984	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - Rev. 10/2000].

**ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH NONPROFIT ORGANIZATIONS OTHER THAN EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

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This contract incorporates the following 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/>.

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52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

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

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publication and Publicity
352.270-7	Apr 1984	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH NONPROFIT ORGANIZATIONS OTHER THAN EDUCATION INSTITUTIONS - Rev. 10/2000].



# SECTION J

## LIST OF ATTACHMENTS

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### The following Attachments are provided in full text with this Solicitation:

- [Packaging and Delivery of Proposals](#)
- [Proposal Intent Response Sheet](#) ***Submit on/before: February 1, 2001***

*Your attention is directed to the "proposal intent response sheet". If you intend to submit a proposal, you must complete this form and return it to this office via fax or e-mail on or before the date identified above. The receipt of this form is critical as it contains information essential for CMB's coordination of the electronic submission and review of proposals.*

- [How to Prepare and Submit an Electronic Proposal](#)

The RFP **Forms/Attachments** listed below are available in a variety of formats and may be viewed or downloaded directly from this site. <http://www.niaid.nih.gov/contract/ref.htm> - 1

### *Applicable to Technical Proposal*

- Technical Proposal Cover Sheet
- Technical Proposal Cost Summary
- Summary of Related Activities
- **Optional Form 310, Protection of Human Subjects Assurance Identification/Certification/Declaration** *[When applicable, all institutions must have the form reviewed and approved by their Institutional Review Committee.]*
- Government Notice for Handling Proposals

### *Applicable to Business Proposal*

- NIH-2043, Proposal Summary and Data Record
- Summary of Proposed Estimated Cost (plus fee) and Labor Hours
- Detailed Breakdown of Proposed Costs ([Excel cost spreadsheet template](#))
- Offeror's Points of Contact

### *To Become Contract Attachments and Reports Required During Contract Performance (as applicable)*

- **Annual Technical Progress Report Format for Each Study** *[Applicable when contract involves Human Subjects unless it has been determined by the Government that the inclusion of Women and Minority Groups in the Study Population is not appropriate.]*
- **NIH(RC)-4: Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts**
- **Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)**
- **Privacy Act System of Records, #09-25-0200**
- **Safety and Health (Deviation), PHS Clause 352.223-70**

## HOW TO PREPARE AND SUBMIT AN ELECTRONIC PROPOSAL

[\[Return to Table of Contents\]](#) or [\[Return to List of Attachments\]](#)

Detailed information regarding the electronic process for submission of proposals may be accessed through the CMB Homepage at the following website by clicking on “E-Proposals”.  
<http://www.niaid.nih.gov/contract/default.htm>

**PAGE LIMITS** -- THE NARRATIVE PORTION OF THE TECHNICAL PROPOSAL IS LIMITED TO NOT-TO-EXCEED ONE-HUNDRED (100) PAGES, WITH THE NARRATIVE OF THE TECHNICAL APPROACH PORTION OF THE PROPOSAL NOT-TO-EXCEED THIRTY-FIVE (35) PAGES.

Pages in excess of this will be removed from the proposal and will not be read or evaluated. Offerors are encouraged to limit the overall size of the Technical Proposal (excluding appendices, attachments, operating manuals, non-scannable figures or data, letters of collaboration/intent, etc.). Note that although no page limit has been placed on the Business Proposal, offerors are encouraged to limit its content to only those documents necessary to provide adequate support for the proposed costs.

Type density and size must be 10 to 12 points. If constant spacing is used, there should be no more than 15 cpi, whereas proportional spacing should provide an average of no more than 15 cpi. There must be no more than six lines of text within a vertical inch. Margins must be set to 1 inch around.

**GENERAL** --- To submit a proposal electronically under this RFP, Offerors will need to prepare the proposal on a word processor or spreadsheet program (for the cost portions) and convert them to Adobe Acrobat Portable Document Format (PDF). THE TECHNICAL PROPOSAL AND BUSINESS PROPOSAL MUST BE CONTAINED ON SEPARATE FILES. Further, to expedite the file transferring process, the two files must be named using the following:

- **Technical Proposal: c:\rfpDAIT0120techprop.pdf**
- **Business Proposal: c:\rfpDAIT0120busiprop.pdf**

**If your organization does not have the capability to submit electronically, or unforeseen difficulties occur during transmission, you may submit the electronic copy of your proposal with the original proposal on a diskette, CD-Rom or ZipDisk, in lieu of the internet. The Contract Specialist/Contracting Officer must be notified in advance of using these optional methods.**

Approximately TWO weeks prior to the due date of proposals, all offerors will be provided with specific electronic access information and electronic proposal transmission instructions. For this reason, it is imperative that all offerors who are intending to submit a proposal in response to this RFP contact the Contracting Officer identified in this RFP and **complete and submit the attached Proposal Intent Form by the date provided on that Attachment.**

**NOTE: There is no limit to the size (MB) of the two electronic PDF files to be submitted; however, the size of the technical proposal is limited to the page limitation language outlined above. For purposes of assessing compliance with the page count, technical proposals will be viewed using the print function of the Adobe Acrobat Reader, Version 3.0.**

**ADDITIONAL SUGGESTIONS** --- Do not embed sound or video (e.g., MPEG) files into the proposal documents. The evaluation system will not incorporate a capability to read these files. Graphics which are embedded into documents should be kept as simple as possible. Complex graphics require longer periods for the computers used in the evaluation system to draw, and redraw these figures and scrolling through the document is slowed significantly. Suggestions include:

- Limit colors to 256 colors at 1024 x 768 resolution; avoid color gradients.
- Simplify the color palette used in creating figures.
- Be aware of how large these graphics files become. Large files are discouraged.
- Limit scanned images as much as possible.
- Limit appendices and attachments to relevant technical proposal information (e.g., SOPs, pertinent manuals, non-scannable figures or data, resumes, letters of commitment/intent).

**PROPOSAL INTENT RESPONSE SHEET**  
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**RFP No.:** NIH-NIAID-DAIT-01-20

**RFP Title:** “Statistical and Clinical Coordinating Center – Clinical Trials of Stem Cell Transplantation for Treatment of Autoimmune Diseases”

**Please review the attached Request for Proposal. Furnish the information requested below and return this page by February 1, 2001 . Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.**

**Since your proposal will be submitted electronically, please include the name and e-mail of the individual to whom the electronic proposal instructions, login code, and password should be provided.**

DO INTEND TO SUBMIT A PROPOSAL

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

**Company/Institution Name (print):** \_\_\_\_\_

**Address (print):** \_\_\_\_\_

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

**Project Director's Name (print):** \_\_\_\_\_

**Title (print):** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

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

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

**\*Name of individual to whom electronic proposal instructions should be sent:**

**Name:** \_\_\_\_\_

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

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

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

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

*(Continue list on a separate page if necessary)*

RETURN VIA FAX OR E-MAIL TO:

CMB, NIAID, NIH

6700-B Rockledge Drive, Room 2230; MSC 7612

Bethesda, MD 20892-7612

ATTN: Scott Drega -- RFP-NIH-NIAID-DAIT-01-20

FAX# (301) 402-0972

Email : [sdrega@niaid.nih.gov](mailto:sdrega@niaid.nih.gov)

## PACKAGING AND DELIVERY OF THE PROPOSAL

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[Note to Offeror: Listed below are delivery instructions for the submission of the PAPER copies of your proposal. Instructions for your electronic submission are described above in Electronic Submission Instructions.]

Shipment and marking shall be as indicated below:

### A. EXTERNAL PACKAGE MARKING:

In addition to the address cited below, mark each package as follows:

"RFP NO. NIH-NIAID-DAIT-01-20  
TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

### B. NUMBER OF COPIES:

The number of copies required of each part of your proposal are as specified below.

Technical Proposal: One (1) unbound signed original and 5 unbound copies, with 10 copies of items excluded from electronic submission requirement that you choose to provide in paper format (SOPs, PERTINENT MANUALS, NONSCANNABLE FIGURES OR DATA, AND LETTERS OF COLLABORATION/INTENT.)

Business Proposal: One (1) unbound signed original and 5 unbound copies.

### C. PAPER COPIES TO:

<i>If hand delivery or express service</i>	<i>If using U.S. Postal Service</i>
Scott Drega Contract Specialist Contract Management Branch, DEA NIAID, NIH 6700-B Rockledge Drive, Room 2230 Bethesda, Maryland 20817	Scott Drega Contract Specialist Contract Management Branch, DEA NIAID, NIH 6700-B Rockledge Drive, Room 2230, MSC 7612 Bethesda, Maryland 20892-7612

***NOTE: All material sent to this office by Federal Express should be sent to the Hand Carried Address.***

***NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the hand delivered (20817 zip code) address. Any package sent to this address via this service will be held at a local post office for pick-up. THE GOVERNMENT IS NOT RESPONSIBLE FOR PICKING UP ANY MAIL AT A LOCAL POST OFFICE. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal," in accordance with PHSAR 352.215-10, Late Proposals, Modifications of Proposals and Withdrawals of Proposals (NOV 1986).***

# **SECTION K**

## **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

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### **Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).**

#### 1. REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following address:

<http://rcb.nci.nih.gov/forms/rcneg.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

**IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL.**

# SECTION L

## INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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### 1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Clause 52.215-1 (February 2000)]

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

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

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

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

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

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

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

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

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages--

- (i) addressed to the office specified in the solicitation;
- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
  - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

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

(f) Contract award.

- (1) The Government reserves the right to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



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

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

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

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

**c. NAICS CODE AND SIZE STANDARD**

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

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **541710**.
- (2) The small business size standard is **500 employees** .

**d. TYPE OF CONTRACT AND NUMBER OF AWARD(S)**

It is anticipated that ONE AWARD will be made from this solicitation and that the award(s) will be made on/about **August 15, 2001**. It is anticipated that the award(s) from this solicitation will be a multiple-year COST REIMBURSEMENT, COMPLETION TYPE contract with a PERIOD OF PERFORMANCE OF **SEVEN (7) YEARS**, and that INCREMENTAL FUNDING will be used [see Section L.2.c. Business Proposal Instructions].

e. **ESTIMATE OF EFFORT**

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the total 7-year effort to be approximately 7280 direct labor hours per year, or 50,960 total direct labor hours over the life of the contract. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

f. **COMMITMENT OF PUBLIC FUNDS**

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

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

h. **RELEASE OF INFORMATION**

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

i. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in the TECHNICAL EVALUATION FACTORS FOR AWARD of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. **PREPARATION COSTS**

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

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

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

Brenda J. Velez  
Chief, Contract Management Branch  
National Institutes of Allergies and Infectious Diseases  
6700 B Rockledge Dr., Room 2230 MSC 7612  
BETHESDA MD 20892-7612

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

(End of Provision)

1. **LATE PROPOSALS, MODIFICATIONS OF PROPOSAL, AND WITHDRAWALS OF PROPOSALS,  
PHS 352.215-10**

Notwithstanding the procedures contained in the provision of this solicitation entitled Late Submissions, Modifications, and Withdrawals of Proposals, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government, and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

## 2. INSTRUCTIONS TO OFFERORS

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### a. GENERAL INSTRUCTIONS

#### INTRODUCTION

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

#### (1) Contract Type and General Clauses

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

#### (2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

##### I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

##### II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions.

##### III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions.

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

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

#### (4) Separation of Technical and Business Proposals

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

**(5) Alternate Proposals**

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

**(6) Confidentiality of Proposals --HHSAR 352.215-12, Restriction on Disclosure and Use of Data (April 1984)**

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; **provided**, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

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

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

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

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

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

**NOTE:** Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

**(7) Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in the Technical Evaluation Factors for Award.

**(8) Potential Award Without Discussions**

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

## (9) Use of the Metric System of Measurement

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

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

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

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

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

## (10) Human Subjects

The following notice is applicable when contract performance is expected to involve risk to human subjects:

### **Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects (SEPTEMBER 1985)**

- a) Copies of the Department of Health and Human Services (Department) regulations for the protection of human subjects, 45 CFR Part 46, are available from the Office for Human Research Protection (OHRP), Department of Health and Human Services [<http://ohrp.osophs.dhhs.gov/index.htm>]. The regulations provide a systematic means, based on established ethical principles, to safeguard the rights and welfare of individuals who participate as subjects in research activities supported or conducted by the Department.
- b) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. The regulations extend to the use of human organs, tissue and body fluids from individually identifiable human subjects as well as to graphic, written or recorded information derived from individually identifiable human subjects. The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR, Part 46.
- c) Activities in which the only involvement of human subjects will be in one or more of the categories set forth in 45 CFR 46.101(b)(1-6) are exempt from coverage.
- d) Inappropriate designations of the noninvolvement of human subjects or of exempt categories of research in a project may result in delays in the review of a proposal. The Public Health Service will make a final determination of whether the proposed activities are covered by the regulations or are in an exempt category, based on the information provided in the proposal. In doubtful cases, prior consideration with OHRP, is recommended.
- e) In accordance with 45 CFR, Part 46, prospective Contractors being considered for award shall be required to file with OHRP an acceptable Assurance of Compliance with the regulations, specifying review procedures and assigning responsibilities for the protection of human subjects. The initial and continuing review of a research project by an institutional review board shall assure that the rights and welfare of the human subjects involved are adequately protected, that the risks to the subjects are reasonable in relation to the potential benefits, if any, to the subjects and the importance of the knowledge to be gained, and that informed consent will be obtained by methods that are adequate and appropriate. Prospective Contractors proposing research that involves human subjects shall be contacted by OHRP and given detailed instructions for establishing an institutional review board and filing an Assurance of Compliance.
- f) It is recommended that OHRP be consulted for advice or guidance concerning either regulatory requirements or ethical issues pertaining to research involving human subjects.

#### **(11) Required Education in the Protection of Human Research Participants**

NIH policy requires education on the protection of human subject participants for all investigators submitting NIH proposals for contracts for research involving human subjects. This policy announcement is found in the NIH Guide for Grants and Contracts Announcement dated June 5, 2000 at the following website: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html>. Offerors should review the policy announcement prior to submission of their offers. The following is a summary of the Policy Announcement:

For any solicitation for research involving human subjects, the offeror shall provide in its technical proposal the following information: (1) a list of the names of the principal investigator and any other individuals proposed under the contract who are responsible for the design and/or conduct of the research; (2) the title of the education program completed (or to be completed prior to the award of the contract) for each named personnel; (3) a one sentence description of the program(s) listed in (2) above. This requirement extends to investigators and all individuals responsible for the design and/or conduct of the research who are working as subcontractors or consultants under the contract.

Curricula that are readily available and meet the educational requirement include the NIH on-line tutorial, titled "Protection of Human Research Subjects: Computer-Based Training for Researchers," available at <http://ohsr.od.nih.gov/cbt/>. This site may be downloaded at no cost and modified for use by the offeror, if desired. In addition, the University of Rochester has made available its training program for individual investigators, and completion of this program will also satisfy the educational requirement. The University of Rochester manual can be obtained through Centerwatch, Inc. at [http://www.centerwatch.com/order/pubs\\_profs\\_protect.html](http://www.centerwatch.com/order/pubs_profs_protect.html). If an institution has already developed educational programs on the protection of research participants, completion of these programs will also satisfy the educational requirement.

In addition, prior to the substitution of the principal investigator or any other individuals responsible for the design and/or conduct of the research under the contract, the contractor shall provide the following written information to the contracting officer: the title of the education program and a one sentence description of the program that has been completed by the replacement.

#### **(12) Inclusion of Women and Minorities in Research Involving Human Subjects**

It is the policy of the NIH that women and members of minority groups and their sub-populations must be included in all NIH-supported biomedical and behavioral research projects involving human subjects, unless a clear and compelling rationale and justification are provided indicating that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research. This policy results from the NIH Revitalization Act of 1993 (Section 492B of Public Law 103-43).

All investigators proposing research involving human subjects should read the UPDATED "NIH Guidelines for Inclusion of Women and Minorities as Subjects in Clinical Research," published in the NIH Guide for Grants and Contracts on August 2, 2000 at the following web site:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-048.html>

A complete copy of the updated Guidelines is available at the following web site:

[http://grants.nih.gov/grants/funding/women\\_min/guidelines\\_update.htm](http://grants.nih.gov/grants/funding/women_min/guidelines_update.htm)

The revisions relate to NIH defined Phase III clinical trials and require: a) all proposals and/or protocols to provide a description of plans to conduct analyses, as appropriate, to address differences by sex/gender and/or racial/ethnic groups, including subgroups if applicable; and b) all contractors to report accrual, and to conduct and report analyses, as appropriate, by sex/gender and/or racial/ethnic group differences.

Offerors may obtain copies of the Updated Guidelines from the sources above or from the contact person listed in the solicitation.

Unless otherwise specified in this solicitation, the Government has determined that the work set forth herein does not involve a sex/gender specific study or a single or limited number of minority population groups. Therefore, the NIH believes that the inclusion of women and minority populations is appropriate for this project. (See "Technical Evaluation Factors" of this RFP for more information about evaluation factors for award.)

#### **(13) Inclusion of Children in Research Involving Human Subjects**

It is NIH policy that children (defined below) must be included in all human subjects research, including, but not limited to, clinical trials, conducted under a contract funded by the NIH, unless there are scientific or ethical reasons not to include them. For the purposes of this policy, contracts involving human subjects include categories that would otherwise be exempt from the DHHS Policy for Protection of Human Research Subjects (sections 101(b) and 401(b) of 45 CFR 46), such as surveys, evaluation of educational interventions, and studies of existing data or specimens that should include children as participants. This policy applies to both domestic and foreign research contracts.

For purposes of this policy, a child is defined as an individual under the age of 21 years.

Inclusion of children as participants in research must be in compliance with all applicable subparts of 45 CFR 46 as well as other pertinent laws and regulations whether or not such research is otherwise exempted from 45 CFR 46. Therefore, any proposals must include a description of plans for including children, unless the offeror presents clear and convincing justification for an exclusion. In the technical proposal, the offeror should create a section titled "Participation of Children." This section should provide either a description of the plans to include children and a rationale for selecting or excluding a specific age range of child, or an explanation of the reason(s) for excluding children as participants in the research. The RFP will contain a review criterion addressing the adequacy of plans for including children as appropriate for the scientific goals of the research, or justification of exclusion.

All investigators proposing research involving human subjects should read the "NIH Policy and Guidelines on the Inclusion of Children as Participants in Research Involving Human Subjects" which was published in the NIH Guide for Grants and Contracts on March 6, 1998 and is available at the following URL address:

<http://www.nih.gov/grants/guide/notice-files/not98-024.html>

Offerors may also obtain copies from the contact person listed in the RFP.

#### **(14) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)**

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

#### **(15) Privacy Act**

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

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



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

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

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

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

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

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

#### **(16) Selection of Offerors**

- a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract-
  - (1) Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

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

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

While it is the Institute's policy to conduct discussions with all offerors in the competitive range, the Institute reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 315.670.

- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The Institute reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet the Institute's requirements. Synopses of awards exceeding \$25,000 will be published in the Commerce Business Daily.

**(17) HUBZone Small Business Concerns**

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

**(18) Salary Rate Limitation in Fiscal Year 2000\*\***

Offerors are advised that pursuant to P.L. 106-113, no NIH Fiscal Year 2000 (October 1, 1999 - September 30, 2000) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level II\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses). This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level II\*. The salary rate limitation set by P.L. 106-113 applies only to Fiscal Year 2000 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level II\* annual salary rate limit also applies to individuals proposed under subcontracts. P.L. 106-113 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level II."

**\*This rate may change periodically. For your information, the rate can be found at:  
<http://www.opm.gov/oca/2001tbls/Execses/html/execsched.htm>**

**\*\* Note: FY-2001 Public Law and Salary Rate information will replace this and be inserted into the contract upon passage of DHHS FY-2001 appropriation legislation.**

**(19) Institutional Responsibility Regarding Conflicting Interests of Investigators**

**EACH INSTITUTION MUST:**

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.

- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
  - 1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
  - 2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
  - 3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
  - 4) the Institution will otherwise comply with the regulations.

### **Institutional Management of Conflicting Interests**

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- (i) public disclosure of significant financial interests;
  - (ii) monitoring of research by independent reviewers;
  - (iii) modification of the research plan;
  - (iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
  - (v) divestiture of significant financial interests; or
  - (vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

**(20) ROTC Access and Federal Military Recruiting on Campus**

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented ) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

b)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- b) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- c) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. **TECHNICAL PROPOSAL INSTRUCTIONS**

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

(1) **Technical Discussions**

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

a) **Statement of Work**

(1) Objectives

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

(2) Approach

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

(3) Methods

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

(4) Schedule

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

b) **Personnel**

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

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

(1) Principal Investigator/Project Director

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

(2) Other Investigators

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

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

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

(4) Resumes

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

**(2) Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the TECHNICAL EVALUATION FACTORS FOR AWARD.

**(3) Additional Technical Proposal Information**

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

**(4) Other Considerations**

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

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.

- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

**(5) Information Technology Systems Security**

If this project involves Information Technology, the proposal must present a detailed outline of its proposed Information Technology systems security program which complies with the requirements of the Statement of Work, 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 Handbook (Release 2.0, dated May, 1994). The proposal will also need to include similar information for any subcontract proposed.

NOTE: OMB A-130 is accessible via web site: <http://www.whitehouse.gov/WH/EOP/OMB/html/circular.html>

c. **BUSINESS PROPOSAL INSTRUCTIONS**

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(1) **Basic Cost/Price Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

(2) **Proposal Cover Sheet**

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

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

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

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

1. **Direct Labor**

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

2. **Materials**

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

3. **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

4. **Raw Materials**

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



5. **Purchased Parts**

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

6. **Fringe Benefits**

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

7. **Indirect Costs**

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

8. **Special Equipment**

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

9. **Travel**

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

10. **Other Costs**

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

To assist in the preparation of future cost estimates, the Projected Consumer Price Index may be accessed at: <http://amb.nci.nih.gov/cpi.htm>

(3) **Qualifications of the Offeror**

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

(1) **General Experience**

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

(2) **Organizational Experience Related to the RFP**

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

(3) **Performance History**

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

**(4) Pertinent Contracts**

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

**(5) Pertinent Grants**

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

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

**(4) Other Administrative Data**

**a) Property**

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
  - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
  - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.
- (4)

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

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

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

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

c) **Financial Capacity**

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

d) **Incremental Funding**

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

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time, to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

The "Limitation of Funds" clause to be included in the resultant contract shall supersede the "Limitation of Cost" clause found in the General Clauses.

e) **Facilities Capital Cost of Money, FAR 52.215-16, (October 1997)**

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

- (a) Facilities capital cost of money [(see FAR 15.408(h)] will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

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

- The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

**(5) Subcontractors**

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

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

**(6) Proposer's Annual Financial Report**

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

**(7) Representations and Certifications**

One copy of the Representations and Certifications attached as SECTION K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

**(8) Travel Costs/Travel Policy**

**a) Travel Costs - Commercial**

In accordance with Title II, section 201 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (Public Law 99-234), costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

**b) Travel Policy**

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

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