



Electronic Request for Proposal SOLICITATION COVER PAGE

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.

Purchase Authority: Public Law 92-218, as amended. NOTE: The issuance of this solicitation does not commit the government to an award.			
RFP Number: NIH-NIAID-DAIDS-01-17	Just In Time: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Small Bus. Set-Aside <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8(a) Set-Aside <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SIC Code: 8731 Size Standard: 500	Level of Effort: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Total Effort: N/A
TITLE: PRIMATE MODELS TO EVALUATE HIV PREVENTION & THERAPEUTIC STRATEGIES"			
Issue Date: June 26,, 2000	Due Date/Time: November 13, 2000 4:00 p.m. EST	Technical Proposal Page Limits: <input checked="" type="checkbox"/> Yes (see "How to Prepare and Submit Electronic Proposals") <input type="checkbox"/> No	
ISSUED BY: Contract Management Branch, DEA NIH, NIAID 6700-B Rockledge Drive Room 2230, MSC 7612 Bethesda, MD 20892-7612	<input checked="" type="checkbox"/> <i>We reserve the right to make awards without discussion.</i>		
	NO. OF AWARDS: <input type="checkbox"/> Only 1 Award <input checked="" type="checkbox"/> Multiple Awards	PERIOD OF PERFORMANCE: 7 Years beginning on or about 7/1/01 Base of Five (5) years with options for up to 2 additional years.	
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.			
POINT OF CONTACT -- Ross Kelley, Contracting Officer [COLLECT CALLS WILL NOT BE ACCEPTED.]			
Telephone (301) -402-2234	Fax (301) -480-5253	E-Mail rk17a@nih.gov	

TABLE OF CONTENTS

1. [SOLICITATION/CONTRACT FORM COVER PAGE](#)
2. [BACKGROUND / STATEMENT OF WORK \(with attachments\) / NOTES TO OFFERORS](#)
3. [REPORTING REQUIREMENTS and OTHER DELIVERABLES](#)
4. [TECHNICAL EVALUATION FACTORS FOR AWARD](#)
5. [HOW TO PREPARE and SUBMIT ELECTRONIC PROPOSAL](#)
6. [PACKAGING AND DELIVERY OF PROPOSALS](#)
7. [PROPOSAL INTENT RESPONSE SHEET \(must be submitted on/before October 13, 2000.](#)
8. [UNIFORM CONTRACT FORMAT - GENERAL - \(SECTIONS B – H\) \[Disregard Sections I and J which have been incorporated as part of the sample contract at this website.\]](#)
9. [GENERAL CLAUSES and ADDITIONAL CLAUSES / SUBSTITUTED CLAUSES- \(SECTION I\)](#)

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 NEGOTIATED [COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS](#) – FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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.

12. [INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS - \(SECTION L\)](#)
 1. [General Information](#)
 2. [Instructions to Offerors](#)
 - a. [General Instructions](#)
 - b. [Technical Proposal Instructions](#)
 - c. [Business Proposal Instructions](#)

BACKGROUND/STATEMENT OF WORK/NOTES TO OFFERORS

[\[Return to Table of Contents\]](#)

BACKGROUND

The simian immunodeficiency virus (SIV)-infected non-human primate (NHP) animal model for AIDS represents a valuable paradigm for studying lentivirus infection and disease, therapeutic interventions and prevention strategies. In 1985, the NIAID established an animal model program to test antiviral therapies and prevention strategies. Presently, this animal model program consists of (i) small animal models and (ii) NHP models, supported by separate initiatives. Results obtained from existing contract studies in the NHP have contributed to development efforts related to toxicity, dose scheduling, and efficacy of HIV therapies and non-vaccine prevention strategies. Three primate animal models are currently supported as contracts, utilizing a variety of SIV and chimeric SIV-HIV (SHIV) isolates. These contracts, located at Tulane University (N01-AI-65310), the University of Washington (N01-AI-65311), and Henry Jackson Foundation (N01-AI-65312) are scheduled to end on August 31, 2001. They will be replaced by this acquisition.

This RFP serves to recomplete the NHP models. The scope will encompass evaluations of therapeutic approaches and non-vaccine strategies to prevent sexual transmission, tested alone and in combination. For the purpose of this contract, the term "therapeutic approaches" includes, but is not limited to, the following: antiviral agents (drugs and biologics) and therapeutic vaccines. The term "non-vaccine prevention strategies" includes drug-based, biologic, and natural product inhibitors of HIV sexual transmission; in the early years of the contract the strategies pursued in this category will be primarily topical microbicides. Excluded from this RFP are prophylactic vaccine approaches; these approaches will be evaluated under RFP-01-04, Simian Vaccine Evaluation Units.

This NHP model resource will be preferentially used for (i) studies of new prevention or therapeutic approaches where "proof of concept" in a primate model would provide critical information to advance development; (ii) studies that cannot be addressed in other animal models of HIV infection for lack of the appropriate viral or cellular target; (iii) candidates/strategies in an advanced stage of development that require optimization; (iv) confirmatory studies of candidates/strategies that have proven promising in other animal models of HIV infection.

STATEMENT OF WORK

[\[Return to Table of Contents\]](#)

Independently, and not as an agent of the Government, the Contractor shall furnish services, qualified professional and technical personnel, material, equipment, animals and facilities not otherwise provided by the Government under the terms of this contract as needed to perform the work set forth below. ([See General Note](#))

A. IN VITRO STUDIES

Specifically, the Contractor shall:

Evaluate therapeutic and prevention approaches, alone and/or in combination, for efficacy against SIV or other appropriate lentiviruses in cell-based assays. Components of the in vitro model system shall include, but are not limited to, the following:

1. Virus: an SIV and a SHIV strain(s) that can replicate both in vitro and in the animal model

2. Cells: cell types shall include (i) human peripheral blood mononuclear cells (PBMC) and (ii) PBMC derived from the appropriate NHP species
3. Assays: cell-based assays to evaluate (i) therapeutic approaches in acute and chronic lentivirus infections and (ii) receptor-independent and receptor-dependent blocking of infection

Evaluations shall include assessment of:

1. inhibitory effect on virus replication and infectivity
2. cytotoxicity in uninfected cells

The in vitro model shall be sufficiently developed to allow efficacy, toxicity, and other testing to begin at the time of award. The Project Officer shall select the therapy/prevention strategies to be evaluated.

Up to 4 single therapies and 3 combinations shall be evaluated in acute/chronic in vitro infection assays per year and up to 8 single therapies shall be evaluated per year in blocking assays. ([See Note 1](#))

B. IN VIVO STUDIES

Specifically, the Contractor shall:

Evaluate therapeutic and prevention strategies for efficacy in a NHP model infected with a pathogenic SIV and other appropriate lentiviruses.

Characteristics of the in vivo model system shall include, but are not limited to, the following:

1. a NHP animal model utilizing an SIV and a SHIV that can replicate in vivo and in vitro
2. acute and chronic infection models
3. vaginal and/or rectal challenge models

Evaluation methodologies shall be state-of-the-art, where applicable. Capabilities shall include, but are not limited to, the following:

1. quantitative determination of the effect of test materials on virus replication in the relevant compartment: plasma, peripheral blood mononuclear cells, genital secretions, and tissues
2. quantitative determination of the effect of test materials on antigenemia and infectious virus titer
3. quantitative determination of the effect of the test materials on immune parameters
4. measures of toxicity: blood chemistries; hematologic measures; body weight; and other indicators of general health. Necropsy/pathology support shall also be available as needed.
5. pharmacokinetic determinations. The Offeror will be required to have only the capability of drawing/collecting and preparing blood, cerebrospinal fluid, genital secretions, and tissue samples for shipment to another site for analysis.

With input from the Project Officer, the Contractor shall develop a protocol for each study that addresses, at a minimum, the following design elements: number and type of experimental and control groups; animals per group; route and schedule of administration of test materials; route of virus challenge; methods, assays, and procedures to be used to determine efficacy and toxicity; statistical treatment of data.

Protocols shall be submitted, in writing, to the Project Officer for written approval prior to initiation of the study.

The in vivo model(s) shall be sufficiently developed to allow efficacy, toxicity, and other testing to begin at the time of award. The Project Officer shall select the therapy/prevention strategies to be evaluated.

Up to 2 therapeutic efficacy studies (assume one drug-based therapeutic and one therapeutic vaccine) and 1 topical microbicide efficacy study shall be completed per year, for a total of 90 animals. A portion of animals from one study (i.e., 20 - 25 animals) may require long term (i.e., 1 year) care and housing for follow up after completion of the therapy. Collection of up to 90 total fluid or tissue samples may be requested each year for shipment to Bethesda, MD. [\(See Note 2\)](#)

C. MODEL DEVELOPMENT

Specifically, the Contractor shall further characterize and/or modify the in vitro and in vivo models to augment their usefulness in the evaluation of therapies and non-vaccine prevention strategies and develop new models. One model development project per year is anticipated. [\(See Note 3\)](#)

D. AVAILABILITY AND CARE OF NON HUMAN PRIMATES

The Contractor shall acquire, house, maintain, and have available from a minimum of 90 to a maximum of 180 NHP per year. Primates shall be maintained in compliance with USDA regulations pertaining to primate care and with the "PHS Policy on Humane Care and Use of Laboratory Animals."

Primary emphasis will be on rhesus macaques (*Macaca mulatta*); pig-tail macaques (*Macaca nemestrina*); and cynomolgus monkeys (*Macaca fascicularis*). Baboons are excluded from this RFP and the resulting contract. [\(See Note 4\)](#)

E. COMMUNICATION

The Contractor shall communicate effectively with the Project Officer:

- a. Establish electronic communications with the Project Officer sufficient to support exchange of e-mail and the submission of data files and reports when requested.
- b. Provide periodic updates of project status, as requested by the Project Officer, via telephone or e-mail.
- c. Submit project plans, project reports, and annual reports in a timely fashion in accordance with the Reporting Requirements and Deliverables section incorporated into this contract.
- d. Meet with the Project Officer at periodic intervals, to be scheduled after contract award and present contract-supported work, as necessary, at scientific meetings. [\(See Note 5\)](#)

F. OTHER

1. Maintain a safe worksite, in accordance with (i) the Safety and Health Clause incorporated in this contract, (ii) the Contractor's Safety and Health Plan, and (iii) all applicable Federal, State and Local health and safety regulations. The Contractor's plan shall include such topics as training and monitoring of personnel, the use of protective /garments and equipment, and protocols for dealing with chemical and infectious biological spills and accidents. The plan shall specify standard procedures for caring for and handling virus-infected animals, contingency plans to be

implemented in the event of an accidental exposure to SIV and/or SHIV chimeras, biosafety procedures that are in place for inoculation, blood and tissue collection, shipping of biohazard samples, disposal of biohazard waste, etc.

2. Ensure an orderly transition of contract-related materials to a successor Contractor or to the Government.
 - a. Six months prior to the expiration date of the contract, a transition plan shall be submitted to the Project Officer for approval. The following information shall be provided: an inventory of drug substances and dosage forms currently under evaluation or storage; a list of ongoing studies and an inventory of macaques (on study and those requiring long term follow up); a plan for transporting materials and macaques to a successor site.
 - b. By the expiration date of the contract the following, if requested by the Contracting Officer, shall be transferred to a designated site: (i) macaques on study and/or on long term follow up, and (ii) equipment, property, and supplies purchased with contract funds or otherwise furnished by the Government, and (iii) electronic copies of all original data in the possession of the Contractor.

NOTES TO OFFERORS

[\[Return to Table of Contents\]](#)

[GENERAL NOTE TO OFFEROR: The Government recognizes that it may be necessary for the Contractor to subcontract a portion of the work. A specific Subcontractor(s) should be proposed, and similar technical information as that required of the prime Contractor should be provided by the Subcontractor.] [\(Back To Statement of Work\)](#)

[NOTE 1 TO OFFEROR: Each single evaluation is defined as and includes: (i) one assay for therapeutic or preventive efficacy of each test candidate, using sufficient numbers of concentrations to generate dose response relationships; (ii) appropriate positive and negative controls; and (iii) one assay for cytotoxicity at each point in the dose-response curve, including several concentrations higher than the highest concentration in the dose response curve, if necessary.] [\(Return to Statement of Work\)](#)

[NOTE 2 TO OFFEROR: For the purpose of evaluation of the technical approach, the Offeror should submit sample protocols for evaluating (i) a candidate drug therapy in an acute infection model and (ii) a topical microbicide for vaginal use.] [\(Return to Statement of Work\)](#)

[NOTE 3 TO OFFEROR: The Government does not know if or what types of model development may be required in the future. Examples may include the development of:

1. human vaginal and rectal explant models for evaluating topical microbicides
2. a more diverse spectrum of cell types to be used in the in vitro model
3. a capability for testing gene therapy strategies in vitro and in vivo
4. a capability for testing cell/tissue based therapies in vivo

5. new assays of immune function, and assays/methodologies for determining toxicities.

The Offeror should discuss how the proposed models could be modified or further developed to provide additional information on the potential effects (positive or negative) of test agents or to expand the spectrum of therapeutic/prevention strategies that can be evaluated in the model. For the purpose of preparing a cost estimate for this element, assume that Project Officer assigns the following task related to the evaluation of potential topical microbicides: development of a methodology for assessing damage/irritation to the vaginal epithelium in the NHP model.] [\(Return to Statement of Work\)](#)

[NOTE 4 TO OFFEROR: The Offeror is requested to submit two budgets. First, a proposed seven-year budget covering the number of NHPs that he/she would be able and willing to make available to NIAID per year for studies to be conducted under this contract, from a minimum of 90 to a maximum of 180 animals per year. Year 6 and year 7 are optional years that may or may not be exercised by the Government. In addition, for purposes of providing a uniform basis of comparison for proposals received in response to this RFP, the Offeror is requested to prepare a partial second budget presenting only the Year 1 costs to acquire and maintain a population of 90 NHPs for the conduct of the 3 studies described in part B. IN VIVO STUDIES (2 therapeutic efficacy studies and 1 topical microbicide study.] [\(Return to Statement of Work\)](#)

[NOTE 5 TO OFFEROR: For the purpose of preparing a cost proposal, assume two 1-day site visits per year, one in Bethesda, Maryland, and one at the contract site plus one scientific meeting per year.] [\(Return to Statement of Work\)](#)

REPORTING REQUIREMENTS AND DELIVERABLES

[\[Return to Table of Contents\]](#)

The Contractor shall submit draft protocols and technical reports during each reporting period that include, at a minimum, the information specified below (A-C). All such protocols and reports shall be submitted in electronic form, as computer files, in Microsoft Word™ ver. 7.0 for Windows and Microsoft Excel™ ver. 7.0 for Windows, with formats readable with an IBM-type personal computer. Files shall be sent by E-mail or on 3.5 inch discs by US mail or courier service. The Contractor shall prepare up to 15 draft protocols, 15 interim reports, and 2 semi-annual reports per year. All reports shall be archived on 3.5 inch discs to be surrendered to the Government at the expiration of the contract.

A. Draft Protocols

Prior to initiating each study the Contractor shall submit for the Project Officer's approval a draft of the protocol to be utilized. The protocol shall be in table form and include:

1. A study number
2. Study design (route and timing of administration of therapy or topical microbicide, number of groups and of animals per group, measures of toxicity and/or efficacy to be studied, and other elements as specified by the Project Officer)

B. Interim Reports

The Contractor shall submit individual reports detailing the results of each completed study. Each interim report shall be in a format and quality that can be sent to the original sponsor without modification by the Project Officer. Interim reports shall contain:

1. A cover page listing:
 - Contract title and number
 - Project title and number
 - Contractor's name and address
 - Date of submission
2. A summary table of data and graphical representations of same
3. An introduction describing the study
4. A discussion of materials and methods
5. A discussion and interpretation of the results
6. Individual data (measures of immune function, viral load values, measures of toxicity etc., for each macaque)
7. Detailed statistics, if applicable

C. Semi Annual Reports

The Contractor shall submit semi-annual reports that summarize the studies completed by the Contractor in the preceding 6-month period. Semi-annual reports shall be composed of:

1. A cover page containing:
 - Contract title and number
 - Period of performance being reported
 - Contractor's name and address
 - Date of submission
2. A table of contents
3. Summary tables of results from interim reports submitted during the preceding 6 month period
4. A table listing virus stocks prepared during the reporting period, with in vitro and in vivo titers
5. A discussion of technical and administrative problems encountered, their resolution or proposed corrective action; explanation of differences between planned progress and actual

- progress
6. A cumulative list of drugs/therapies and topical microbicides studied, with report number and date of study
 7. A cumulative list of oral presentations and published materials attributable to the contract
 8. Copies of manuscripts (published and/or submitted) derived from research under the contract during the report period. Reprints of published manuscripts shall be submitted as documentation of work accomplished. Only new publications for the reporting period shall be included.

The final semi-annual report shall contain additionally:

9. A brief description of any unfinished projects
10. A status report on transition or shut down activities.

D. Distribution

It remains the responsibility of the Contractor to assure receipt by the Government official listed below of all deliverables by the established due dates. If the Contractor is unable to deliver the items specified hereunder within the period of performance, notwithstanding the exercise of good faith and diligent efforts in performance of the work, the Contractor shall give the Contracting Officer immediate written notice of anticipated delays with reasons therefore.

Deliverable	No. of Copies	Addressee/Distribution	Due Dates
Draft Protocol	1	Project Officer, TIB, BSP	Within 2 calendar days of Project Officer's request
Interim Report	1	Project Officer, TIB, BSP	Within 15 calendar days of completion of in vitro studies or within 30 calendar days of completion of animal studies
Interim Report	1	Contracting Officer	Same As Above
Semi-Annual Report		Project Officer, TIB, BSP	Within 30 calendar days after each 6 month period from the time of contract award
Semi-Annual Report		Contracting Officer	Same as Above

TECHNICAL EVALUATION FACTORS FOR AWARD

[\[Return to Table of Contents\]](#)

1. GENERAL

Selection of an Offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: Technical, Cost/Price, Small Disadvantaged Business (SDB) Participation, and other considerations. Although technical factors are of paramount consideration in the award of the contract, cost/price, SDB participation and other factors 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

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. Two or three awards are planned from this solicitation.

2. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

3. 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	WEIGHT
<p>A. Technical Approach/Understanding the Problem</p> <p>Offerors will be evaluated on the basis of a demonstrated understanding of the objectives and needs of the proposed project in the following areas:</p> <ul style="list-style-type: none"><i>In vivo</i> model: Potential of the models to identify therapeutics/strategies and topical microbicides useful in humans infected with or exposed to HIV-1, respectively. The following attributes of the models will be considered: the virus strain(s) chosen, the ability of the virus strain(s) to replicate reproducibly in the animal and to mimic critical aspects of HIV-1 transmission and immunopathogenesis, and the spectrum of agents and strategies that can be tested in the model. The availability of the model will also be considered [i.e., Are the acute and chronic infection models for evaluating therapeutic approaches established and implemented in the Offeror's laboratory? Is a topical microbicide testing model(s) established and implemented in the Offeror's laboratory? Is there appropriate expertise with the mucosal challenge model?] (20 points)	<p>50 Points</p>

<ul style="list-style-type: none"> • Experimental design: <i>in vivo</i> model. Scientific and technical adequacy and feasibility/appropriateness of the proposed experimental design (as reflected in the sample protocols) and of methodologies for quantitating efficacy and toxicity of candidate therapies/strategies and topical microbicides. (15 points) • <i>In vitro</i> test system: Scientific and technical adequacy and appropriateness of components of the test system and the methodologies proposed for quantitating efficacy and cytotoxicity for allowing an accurate assessment of efficacy of candidate therapeutics and topical microbicides. The availability of established <i>in vitro</i> test systems in the Offeror's laboratory to evaluate therapeutic agents and topical microbicides will also be considered. (10 points) • Model development: Scientific and technical potential of the proposed animal model to be developed or modified to enhance its usefulness in the evaluation of therapies/strategies and topical microbicides. Scoring will be based on the requested discussion of how the Offeror could further extend or adapt the proposed model(s). (5 points) 	
<p>B. Personnel</p> <ul style="list-style-type: none"> • Principal Investigator: Quality of recent work (last five years) and relevance to the proposed contract; demonstrated scientific leadership in the area of animal models of HIV-1 infection; experience using the SIV/SHIV NHP model for evaluating HIV-1 therapies/strategies and topical microbicides; his/her time availability for the proposed work; documented participation in similar projects; and demonstrated ability to coordinate a team effort. • Other professional, technical, and support staff: Balance of proposed personnel with respect to spectrum of expertise offered, qualifications, experience evaluating HIV-1 therapies and topical microbicides <i>in vitro</i> and in the SIV/SHIV NHP model, and availability; documented capability to conduct proposed studies. 	25 Points
<p>C. Resources, facilities and organizational structure</p> <ul style="list-style-type: none"> • Animals: Availability of animals; availability of cages to house animals during studies and for long-term follow up subsequent to completion of studies. (10 points) • Facilities: Adequacy, suitability, and availability of all necessary facilities, equipment, and resources to conduct all the tasks in the Work Statement; adequacy of and compliance with the regulations governing the maintenance and care of non-human primates; adequacy of the organization's Safety and Health Plan, including the plans to be implemented in the event of accidental exposure to SIV or SHIV. (10 points) • Organizational structure: Adequacy of lines of authority and responsibility; adequacy of plan for prioritization of contract work within the organization. (5 points) 	25 Points
TOTAL	100 Points

4. EVALUATION OF TARGETS FOR EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

SDB participation will not be scored, but the Government's conclusion about overall commitment and realism of the Offeror's SDB participation targets will be highly influential in determining the relative merits of the Offeror's proposal and in selecting the Offeror whose proposal is considered to offer the best value to the Government.

The extent of the Offeror's SDB participation targets will be evaluated before determination of the competitive range. The evaluation will be based on information provided by the Offeror in their technical proposal. Evaluation of SDB participation will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

Offers will be evaluated on the following sub-factors:

- 1) The extent of participation of SDB concerns in terms of the value of the total acquisition.
- 2) The complexity and variety of the work SDB concerns are to perform. Greater emphasis will be given for arrangements where the SDB shall be performing work appropriate to the scientific objectives expressed in the statement of work.

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

[\[Return to Table of Contents\]](#)

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 CLAUSE</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	Jun 1996	Printing/Copying 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 1999	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 1996	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act – Balance of Payments Program - Supplies
52.225-13	Feb 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 CLAUSE</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. 3/2000].

SECTION J

LIST OF ATTACHMENTS

[\[Return to Table of Contents\]](#)

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

- [Packaging and Delivery of Proposals](#)
- [Proposal Intent Response Sheet](#) *Submit on/before: November 13, 2000.*

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
- Government Notice for Handling Proposals

Applicable to Business Proposal

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

Attached to this RFP

- Confidentiality of Information (Attachment 1)
- Sample Screening Agreement for Submitting Product to the Division of AIDS, NIAID (Attachment 2)

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)-1: Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts
- NIH(RC)-2: Invoice Instructions for NIH Fixed-Price Contracts
- NIH(RC)-4: Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts
- NIH-2706: Financial Report of Individual Project Contract
- Instructions for Completing Form NIH-2706
- Privacy Act System of Records, #09-25-0200
- Safety and Health (Deviation), PHS Clause 352.223-70
- Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)

CONFIDENTIALITY OF INFORMATION

Information and data provided to or generated by the Contractor under this contract shall be treated confidentially and protected by an Advance Understanding to be included in the resulting contract and worded as follows:

"Because there is a likelihood that the Contractor will be utilizing and evaluating materials provided to the Government by a third party Supplier, it is essential to include provisions that will protect the proprietary rights of the Supplier. These materials generally are supplied to the Government under conditions outlined in NIAID's standard Screening Agreement (a copy is incorporated into this RFP) or other appropriate documents. The Contractor shall be bound by the same terms and conditions as the Government in these agreements, with respect to the proprietary and confidential nature of the information provided by the Supplier.

All information provided by the Supplier or Project Officer should be assumed to be confidential unless specifically identified as non-confidential in writing by the Project Officer. Confidential information may not be revealed without written permission. All materials supplied to the Contractor and all test results similarly are to be considered confidential. All materials supplied to the Contractor shall be utilized solely for contract-related research purposes and no unauthorized use or distribution of these materials will be permitted.

Any manuscript or scientific meeting abstract containing data generated under this contract must be submitted for review by the NIAID Project Officer before submission for public presentation or publication. Contract support shall be acknowledged in all such publications. A "publication" is defined as an issue of printed material offered for distribution or any communication or oral presentation of information. The Project Officer will review all manuscripts/abstracts in a period of time not to exceed 90 calendar days from receipt, and will either concur in the publication/ disclosure, recommend changes or, as applicable, refer the document to the Supplier of the compound for their review. When the Supplier does not consent to publication of the manuscript or abstract, the Project Officer shall notify the Contractor and the NIAID Contracting Officer of this. The Project Officer is responsible for ensuring that all parties adhere to the terms and conditions of any existing Screening Agreement or Material Transfer Agreement between NIAID and the Supplier. NIAID will use its best efforts to assist and expedite the review process by the Supplier. Should patents arise from this contract, they will be subject to federal law governing inventions. Every patent applicant (individual or institutional) is required to provide the Government with a non-exclusive, irrevocable, paid-up license to the invention."

(SAMPLE)

**Screening Agreement for Submitting Products to the Division of Acquired Immuno-deficiency Syndrome (AIDS),
National Institute of Allergy and Infectious Diseases, hereafter referred to as the DIVISION,****by****_____ , hereafter referred to as the SUPPLIER.**

1. The SUPPLIER may supply products, patented or un-patented, to the DIVISION which may proceed to screen and test for possible treatment for AIDS and associated opportunistic infections including tuberculosis. These products are to be used for screening and testing as anti-viral, anti-bacterial, anti-fungal, anti-parasitic, immunomodulating, and biological modifying agents with potential for the treatment of AIDS and associated infections, and for no other purpose.

Using protocols evaluated and approved mutually by the DIVISION and the SUPPLIER, the products will be screened by one or more of the DIVISION's contract testing laboratories, or in any other testing laboratories which may from time to time be added to the DIVISION's portfolio but in any event will not be placed in the laboratories of any company in the pharmaceutical or chemical industries without the SUPPLIER's written permission.

2. In order to facilitate records keeping and handling of confidential materials, the DIVISION utilizes the following procedures:
 - a. The SUPPLIER shall forward to the DIVISION the products to be tested together with data sheets in duplicate for each product, giving pertinent available data as to chemical constitution, solubility, toxicity, previous biological efficacy and any precautions which need to be followed in handling, storing, and shipping.
 - b. It is clearly understood that no data about the products and the results of the testing will be kept in files open to the public either by the DIVISION, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the DIVISION will have access to the files of information regarding source and nature of confidential materials and results of testing, except as required pursuant to the Freedom of Information Act, 5 U.S.C.552.
 - c. Whenever possible the SUPPLIER will be given the choice of the DIVISION's contract testing laboratories, although at present there is no preference; and it is understood that the DIVISION reserves the right to send the SUPPLIER's products to another screening contractor if the need arises. It is furthermore understood that the contracts between the DIVISION and the testing laboratories will contain provisions to safe guard the SUPPLIER's rights under this Agreement.
 - d. Because the DIVISION's screening effort will be accomplished in collaboration with the DIVISION's scientific staff and academic collaborators, as well as the SUPPLIER's own staff, the DIVISION will work in concert to assure rapid ongoing communications of screening data to the SUPPLIER, and the SUPPLIER will in turn use its best efforts to keep the DIVISION informed on the SUPPLIER's own ongoing concomitant studies.
3. Although the SUPPLIER recognizes that the interchange of information is generally desirable in the field of treatment for AIDS, it is mutually understood that the SUPPLIER, in voluntarily supplying appropriately marked information deemed proprietary, including product and information regarding this product hereunder, is entitled to protection for any such technical information it may furnish.
 - a. It is understood and agreed to, subject to applicable law, that the SUPPLIER shall retain all rights to those compounds or products in which the SUPPLIER has a proprietary interest. The SUPPLIER understands that contractors have the right to elect to retain title to inventions made under NIAID-supported contracts [37 CFR 401.14(b)]. The SUPPLIER deserves the right to reach an agreement with these contractors concerning the disposition of these intellectual property rights. The DIVISION agrees to notify the SUPPLIER of the names of the contractors prior to submitting compounds or products to them. Subject notwithstanding, to the provision that, with respect only to those drugs which have been determined by *means of the various screening and testing processes to possess such significant activity (strong potential to be scheduled for clinical trial by the DIVISION, using mutually approved protocols), the Government shall have a royalty-free, irrevocable, nonexclusive license for clinical trials under any patent which the SUPPLIER may have or obtain on such compound or product or on a process for use of such compound or product, to manufacture and/or use by or for the Government the invention(s) claimed by the patent(s) only for medical research purposes related to or connected with the treatment of AIDS and associated infections

including tuberculosis.

- b. The DIVISION agrees that the publication of biological data on products provided by the SUPPLIER is worthwhile and shall be encouraged. Specifically:
4. With regard to screening results on compounds in which the SUPPLIER has a proprietary interest, and that the DIVISION deems significant for the research on therapies for AIDS and associated infections including tuberculosis, the SUPPLIER agrees that the DIVISION may publish or otherwise publicly disclose such results after a period of 6 months from the date of final reporting of screening and testing results to the SUPPLIER in order for patent applications to be filed. The DIVISION will consult with the SUPPLIER prior to publication within this period on screening and testing results.
- 1. For all other compounds, the SUPPLIER will consult with the DIVISION prior to publishing screening data along with the available biological and physical data; such consent shall not be unreasonably withheld.
 - 2. In no case will the DIVISION publish information identifying the SUPPLIER as the source of the compound without written approval.
- b. As soon as tests are completed and reported to the DIVISION, the SUPPLIER will receive from the DIVISION a full report including all screening data. The products scheduled for clinical trial, referred to herein, shall be designated by the DIVISION, and the aforementioned report will specify the compounds so selected. The DIVISION shall be consulted whenever the SUPPLIER desires to include screening data in a publication, and appropriate credit shall be given to the U.S. Public Health Service.

The DIVISION is confident that this agreement will lay the basis for mutually satisfactory cooperation in the field and in the treatment of AIDS and associated diseases.

In agreeing to the above, the SUPPLIER signs below, as well as the attached duplicate of this agreement, and returns both to the DIVISION for countersignature. One original will be returned for the SUPPLIER's files.

_____	_____
Director, Division of AIDS	Name(Signature)
NIAID, NIH	_____
	Title
_____	_____
Date	Company

	Address

	Date

HOW TO PREPARE AND SUBMIT AN ELECTRONIC PROPOSAL

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

ELECTRONIC SUBMISSION INSTRUCTIONS

PAGE LIMITS -- THE NARRATIVE PORTION OF THE TECHNICAL PROPOSAL IS LIMITED TO NOT-TO-EXCEED 75 PAGES. APPENDICES, ATTACHMENTS, OPERATING MANUALS, NON-SCANNABLE FIGURES OR DATA, LETTERS OF INTENT, ETC., SHALL NOT EXCEED 200 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:\rfp DAIDS 01-17 techprop.pdf**
- **Business Proposal: c:\rfpDAIDS 01-17 busiprop.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 below. 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

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

RFP No.: NIH-NIAID-DAIDS-01-17

RFP Title: "PRIMATE MODELS TO EVALUATE HIV PREVENTION & THERAPEUTIC STRATEGIES."

Please review the attached Request for Proposals. Furnish the information requested below and return this page by October 13, 2000. Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

DO INTEND TO SUBMIT A PROPOSAL

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

Company/Institution Name (print): _____

Address (print): _____

Project Director's Name (print): _____

Title (print): _____

Signature/Date: _____

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

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

Room 2230

6700-B Rockledge Drive, MSC 7612

Bethesda, MD 20892-7612

Attn: Ross Kelley, Contracting Officer

RFP-NIH-NIAID-DAIDS-01-17

FAX# (301) 402-2234

Email : rk17a@nih.gov

PACKAGING AND DELIVERY OF THE PROPOSAL

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

[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-DAIDS-01-17
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>
Ross Kelley Contracting Officer Contract Management Branch, DEA NIAID, NIH 6700-B Rockledge Drive, Room 2230 Bethesda, Maryland 20817	Ross Kelley Contracting Officer 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

[\[Return to Table of Contents\]](#)

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://www4.od.nih.gov/ocm/contracts/rfps/REPCERT.htm>

If you are unable to access this document electronically, you may request a copy from the Contract Specialist 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

[\[Return to Table of Contents\]](#)

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 reserves the right to award a contract or contracts without discussion.
- (3) The Government may reject any or all proposals if such action is in the Government's interest.
- (4) The Government may waive informalities and minor irregularities in proposals received.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (9) 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.
- (10) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (11) 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.

b. SIC 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 standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500 employees .

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the Standard Industrial Classification (SIC) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Section I.3., offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23.

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

AN OFFEROR WHO ELECTS TO WAIVE THIS EVALUATION ADJUSTMENT MUST SPECIFICALLY INDICATE WITH A STATEMENT TO THIS EFFECT ON THE COVER PAGE OF ITS BUSINESS PROPOSAL.

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

It is anticipated that MULTIPLE AWARD(S) will be made from this solicitation and that the award(s) will be made on/about July 1, 2001.

It is anticipated that the award(s) from this solicitation will be a multiple-year COST REIMBURSEMENT type COMPLETION contract with a TERM OF 7 YEARS (A Five year base contract and Options for 2 additional years). Furthermore, it is anticipated 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 70156 labor hours. 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)

l. **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

[\[Return to Table of Contents\]](#)

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.

(12) Care of Live Vertebrate Animals

The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects - (SEPTEMBER 1985)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office for Protection from Research Risks (OPRR), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OPRR. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OPRR negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OPRR may be contacted at 6100 Executive Blvd., Suite 3B01, MSC 7507, Rockville, MD 20892-7507, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.nih.gov:80/grants/oprr/phspol.htm>.

(13) 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.

(13) 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.

(14) Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent

successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation. SECTION J, LIST OF ATTACHMENTS, to this RFP provides an example of such a plan.

- a) **THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.**
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d) Each plan must contain the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, women-owned, and HUBZone small business concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZone Small Businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned and/or HUBZone small business concerns.
 - (4) A description of the method used to develop the subcontracting goals.
 - (5) A description of the method used to identify potential sources for solicitation purposes.
 - (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned, and HUBZone small business concerns.
 - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program

and a description of his/her duties.

- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, and HUBZone small business concerns have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned, and HUBZone small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

(15) 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>.

(16) Extent of Small Disadvantaged Business Participation

In accordance with FAR part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized SIC Major Groups shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1201 and 19.1202). The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the **Technical Evaluation Criteria** in shall be used for this purpose. Credit under this evaluation factor is not available to SDB concerns that receive a Price Evaluation Adjustment (PEA) under FAR 19.11. Therefore, an SDB will be evaluated on this factor only if that SDB concern waives the PEA. **Waiver of the price evaluation adjustment shall be clearly stated in the proposal.**

Offerors shall include with their business proposal, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized SIC Major Group(s). The applicable authorized SIC Major Group for this project is 8731. A total target for SDB participation by the prime contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the business proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**

If the evaluation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged participation is **not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given follows:

EXAMPLE		
Targets for SDB Participation - SIC Major Group 87		
	SDB Percentage of Total Contract Value	Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime (Includes joint venture partners and	10%	\$100,000

team members		
SDB Participation by subcontractors	15%	\$150,000

i

(18) 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.

(19) 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/2000tbls/Execses/html/excschd.htm>**

(20) 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.

(21) 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.

(24) 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) Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991).
- b) Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991).
- c) Facsimile Proposals, FAR Clause 52.215-5, (October 1997)
- d) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- e) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- f) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. TECHNICAL PROPOSAL INSTRUCTIONS

[\[Return to Table of Contents\]](#)

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.

a. BUSINESS PROPOSAL INSTRUCTIONS

[\[Return to Table of Contents\]](#)

(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.

b) Royalties

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

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

d) Financial Capacity

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

e) **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.

f) **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

[\[RETURN TO RFP COVER PAGE\]](#)