

**SOLICITATION****SECTION A – SOLICITATION/CONTRACT FORM**

Page 1 of 85 pages

<b>1. Broad Agency Announcement (BAA)/Request For Proposal (RFP) Number:</b>  BAA-RFP-NIH-NINDS-02-09	<b>2. Issue Date:</b>  March 20, 2002	<b>3. Just in Time:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV, Section L.	<b>4. Set Aside:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
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**5. TITLE: FACILITIES OF RESEARCH IN SPINAL CORD INJURY****6. ISSUED BY:**

National Institutes of Health  
 National Institute of Neurological Disorders and Stroke  
 Contracts Management Branch, DER  
 Neuroscience Center, MSC 9531  
 6001 Executive Boulevard, Suite 3287  
 Bethesda, Maryland 20892-9531

**7. SUBMIT OFFERORS TO:**

The address noted in Item #6 to the left  
 (Also see instructions under Packaging  
 and Delivery of Proposals, page 23).

8. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the location specified above, and in the number of copies specified in Section L.1., GENERAL INFORMATION, paragraph (a), until 4:30 p.m. (local time), May 20, 2002. Offers must be valid for 120 days. Please specify this period on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043." If your proposal is not received by the Contracting Officer or his/her designee at the place and by the time specified above, then it will be considered late and handled in accordance with HHSAR Clause 352.215-70, entitled "LATE PROPOSALS AND REVISIONS," located in SECTION L.1., paragraph (n) of this solicitation.

9. Offeror must provide full name, address, TIN, and if different, the address to which payment should be mailed. In addition, the Offeror must provide an electronic address (e-mail), along with a facsimile address.

10. FOR INFORMATION CALL: Laurie A. Leonard, Contract Specialist  
 PHONE: 301-496-1813  
 E-MAIL: [LL44s@nih.gov](mailto:LL44s@nih.gov)  
 COLLECT CALLS WILL NOT BE ACCEPTED.

11. Table of Contents on following page.

**NOTE: Offerors are responsible for routinely checking both the FedBizOpps website and the NINDS Contracts Management Branch's website. Solicitation amendments, if any, will be posted at the FedBizOpps website (<http://www.fedbizopps.gov>) and the NINDS Contracts Management Branch's web site (<http://www.ninds.nih.gov/funding/currentfips.htm>). Individual notifications will not be provided.**

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## **PART I - THE SCHEDULE**

**THE CONTRACT SCHEDULE AS SET FORTH IN SECTIONS B THROUGH H HEREIN CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE ANTICIPATED TERMS AND CONDITIONS OF ANY RESULTANT CONTRACT.**

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

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

The specific objective of this contract is to establish training and research facilities/capabilities that would support the study of rodent models of spinal cord injury (SCI).

### **ARTICLE B.2. PRICES/COSTS**

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

### **ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

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

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

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

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

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work below:

*[NOTICE TO OFFERORS: PART III, SECTION J, Attachment #1 outlines the Background and Research Objectives for this requirement. In addition, this attachment also specifies information that must be included in your proposal in terms of use of live vertebrate animals, as might be applicable to your proposal. A mutually agreeable Statement of Work will be developed and included under this section of the contract based upon the technical proposal offered by the organization selected for award.]*

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

#### **a. PERFORMANCE AND TECHNICAL PROGRESS REPORTS**

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The Contractor shall prepare and deliver the following reports in the manner stated below and in accordance with **ARTICLE F.2., DELIVERIES** of this contract:

**1. Semi-Annual Progress Reports:**

The contractor shall deliver these reports electronically as hypertext or as Microsoft Word documents to both the Project Officer and the Contracting Officer, along with one hard copy to the Project Officer.

The semi-annual progress report shall include a description of work performed during the period reported upon, and the anticipated work plan for the coming quarter. These reports shall be delivered in accordance with the following schedule for the entire contract period:

<u>Quarterly Reporting Periods</u>	<u>Delivery Due Dates</u>
January 1 – June 30	July 31
July 1 – December 31	January 31

**2. Final Report:**

Three (3) copies of a brief final report shall be submitted on or before the completion and/or termination date of this contract. The final report shall summarize what was achieved, what modifications were implemented during the contract period, and shall include recommendations for future development and training needs in this area. The summary may refer to previous reports and published articles, instructions manuals and other teaching aids supported by the contract. Copies of all publications, but not progress reports, should be included as an appendix in the final report. Any substantive data or other results obtained during the final quarter should be included as an addendum in the final report.

**3. Other Reports:**

Annual reports evidencing continuing and ongoing IACUC review and approval of project activities involving live vertebrate animals.

**4. Contract Financial Reports:**

Financial reports to include line item costs and effort expenditure reporting shall be required. If the contract is awarded to an organization that has an approved Letter of Credit, financial reports on Form NIH 2706 shall be submitted by the Contractor on a quarterly basis.

**ARTICLE C.3. INVENTION REPORTING REQUIREMENT**

All reports and documentation required by FAR CLAUSE 52.227-11, including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1040A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301/435-1986). In addition, one copy of the annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer at the address listed below. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted within 90 days after contract expiration to the following address:

Contracting Officer  
National Institutes of Health  
National Institute on Neurological Disorders and Stroke  
6001 Executive Boulevard, Suite 3287, MSC 9531  
Bethesda, Maryland 20892-9531

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

#### **ARTICLE C.4. SPECIAL REQUIREMENTS**

- a. The Contractor will be required to come to Bethesda, MD for a post-award conference. Funds to cover this meeting should be included in the budget.
- b. The Contractor shall plan and arrange for an annual meeting with NINDS staff and appointed advisors (steering committee) to evaluate the training provided to new investigators.
- c. The Contractor shall plan for and organize meeting(s) of the steering committee to evaluate and prioritize proposed work to replicate promising studies, or proposed collaborations or innovative pilot studies by new investigators using the resources at the facility.

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

- a. All report deliverables required under this contract shall be packaged, marked, and delivered in accordance with the contract. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.
- b. Packaging
  1. For the purpose of reports, "immediately usable and acceptable condition" includes securing the pages together in a suitable and reasonable manner to be agreed upon by the Contractor and the NINDS Project Officer.
  2. Boxes and/or other types of outer packaging, i.e., containers, wraps, etc., shall be suitable to the type of items being transmitted; and the mode of transportation utilized shall assure that such materials be received in an acceptable condition.
- c. Marking

All reports and/or other deliverable items under this contract shall be marked on the cover and cover page with the following identifiers.

1. Project Title: "Facilities of Research in Spinal Cord Injury"
2. Contract Number:
3. Name of Contractor:
4. Name of Principal Investigator:

- d. Shipping

Shipping shall be accomplished by reasonable and suitable means to be mutually agreed upon by the Contractor and the NINDS Project Officer.

- e. See SECTION F for delivery information.

#### **SECTION E - INSPECTION AND ACCEPTANCE**

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

- a. The Contracting Officer or a duly authorized representative shall perform inspection and acceptance of all deliverables and services to be provided.

- b. For the purpose of this ARTICLE, the NINDS Project Officer designated in ARTICLE G.2. is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance of contract work/deliverables shall be performed at the National Institute of Neurological Disorders and Stroke (NINDS), NIH, 6001 Executive Boulevard, Suite 2206 MSC 9525, Bethesda, Maryland 20892-9525 (for courier service: Rockville, MD 20852). Inspection and acceptance shall be performed using progress reports, other required reports, and the final report. Site visits will also be employed for this purpose. Acceptance of work and/or report deliverables may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within thirty (30) days of receipt.
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:  
52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (Short Form) (APRIL 1984)**

**SECTION F - DELIVERIES OR PERFORMANCE**

**ARTICLE F.1. PERIOD OF CONTRACT**

The period of this contract is \_\_\_\_\_ to \_\_\_\_\_. All work under this contract shall be completed by \_\_\_\_\_.

**ARTICLE F.2. DELIVERIES**

- a. Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in ARTICLE C.2. and delivery and acceptance by the Contracting Officer, or duly authorized representative, of the items specified below. The report deliverables shall be delivered F.O.B. Destination, as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), in accordance with the stated delivery schedule.

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
1.	Semi-Annual Progress Report	2 – P.O. 1 – C.O.	Schedule will be included in the resultant contract.
2.	Final Report	2 – P.O. 1 – C.O.	On or before the last day of the contract.

- b. The above reports shall be addressed and delivered to:

[The specific information will be included in the resultant contract]

**ARTICLE F.3. STOP WORK ORDER**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:  
52.242-15, STOP WORK ORDER (AUGUST 1989) WITH ALTERNATE I (APRIL 1984)**



## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **ARTICLE G.1. KEY PERSONNEL**

Pursuant to the Key Personnel Clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

[To be specified prior to award]

The clause cited above contains a requirement for review and approval by the Contracting Officer of written request for change of Key Personnel reasonably in advance of diverting any of these individuals from the contract. The period of time for advance notice shall not be less than thirty (30) days.

### **ARTICLE G.2. PROJECT OFFICER**

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

[To be specified prior to award]

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

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

The Government may unilaterally change its Project Officer designation.

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

a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH (RC)-4, are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper payment" request, pursuant to FAR 32.9. These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

1. Invoice/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer  
National Institutes of Health  
National Institute of Neurological Disorders and Stroke  
NeuroScience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, MD 20892-9531

2. Inquiries regarding payment of invoices/financing requests should be directed to the designated billing office, (301) 496-1813.
3. The Contractor agrees to provide with each invoice/financing request a detailed breakdown of the direct labor/personnel costs which shall include: (1) a list of the individuals by name; (2) their title/position under the contract; (3) the number of hours/percent of effort worked during the current period and the cumulative over the life of the contract; and (4) amount claimed for each individual for the current period as well as the cumulative since the inception of the contract.
4. The Contractor shall include the following certification on every invoice/contract financing request for reimbursable costs incurred with Fiscal Year funds subject to the salary rate limitation provisions as specified in ARTICLE H.7. of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

**"I hereby certify that the salaries charged in this invoice are in compliance with P.L. [cite the applicable Public Law Number for the applicable Fiscal Year as stated in ARTICLE H.\_.] and ARTICLE H.\_. of the above referenced contract."**

**OR**

#### **ARTICLE G.4. LETTER OF CREDIT PAYMENT INFORMATION**

- a. Advance payments will be provided under Letter of Credit Number \_\_\_\_\_, in accordance with Alternate V, Advance Payments Without Special Bank Account, of FAR Clause 52.232-12, Advance Payments. This clause is provided in full text in Article I.4. of this contract.

The contractor shall withdraw funds pursuant to Department of Treasury Circular 1075 (31 CFR Part 205, [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/31cfr205\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/31cfr205_00.html)).

1. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH (RC)-1, are attached and made a part of this contract for the submission of completion and/or final invoices. The invoice instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" payment request, pursuant to FAR 32.9. The completion and/or final invoice shall be submitted as follows:

An original and two copies of the completion and/or final invoice shall be submitted to the following designated billing office:

Contracting Officer  
National Institutes of Health  
National Institute of Neurological Disorders and Stroke  
Neuroscience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, MD 20892-9531

2. Inquiries regarding payments should be directed to the following office administering advance payments:

Division of Payment Management  
11400 Rockville Pike  
Rockwall Building #1, Suite 700  
Rockville, MD 20852  
(<http://www.dpm.psc.gov/support/contact>)

**ARTICLE G.5. CONTRACT FINANCIAL REPORT** *(will be included in any contract with organizations paid under the Payment Management System)*

- a. Financial reports on the attached Form NIH-2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the instructions which accompany the form, in an original and two copies, not later than the thirtieth (30) working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph (e) below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH-2706 instructions entitled "**Preparation Instructions**," all columns A through J shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the *FIRST FULL THREE CALENDAR MONTHS* following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports shall be submitted on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following are examples of expenditure categories which may be reported:

Expenditure Category

Percentage of Effort/Hours

- 1. Direct Labor *(List individuals by name, title/position, level of effort and amount claimed)*
- 2. Fringe Benefits *(Cite rate, base and amount)*
- 3. Consultants *(Identify individuals and amounts)*
- 4. Subcontracts *(Identify subcontractor by name and attach subcontractor invoices)*
- 5. Materials and Supplies
- 6. Accountable Personal Property/Equipment *(Identify equipment purchased on form HHS 565 and submit with the invoice)*
- 7. Other Direct Costs
- 8. Total Direct Costs
- 9. Indirect Costs/Overhead *(Cite rate, base and amount)*
- 10. General and Administrative Costs *(if applicable, cite rate, base and amount)*
- 11. Total Costs
- 12. Fixed Fee *(If applicable)*
- 13. Total Costs [Plus Fixed Fee]

- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

**ARTICLE G.6. INDIRECT COST RATES** *(will be included in any contract if the successful offeror is a profit making organization)*

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

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

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

## **ARTICLE G.7. GOVERNMENT PROPERTY**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990).

## **ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, an interim evaluation will be prepared during the contract term to assess ongoing performance.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

### b. Electronic Access to Contractor Performance Evaluations

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

[http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm)

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

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

### **ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials 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 procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

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

**ARTICLE H.2. HUMAN SUBJECTS**

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

**ARTICLE H.3. ANIMAL WELFARE ASSURANCE**

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor shall maintain such assurance for the duration of this contract, and any subcontractor performing work under this contract involving the use of animals shall also obtain and maintain an approved Animal Welfare Assurance.

*(NOTE TO OFFERORS: PRIOR APPROVAL FROM OER, OLAW MUST BE OBTAINED BEFORE AWARDED TO A CONTRACTOR NOT COVERED BY AN APPROPRIATE ASSURANCE OF COMPLIANCE. THE FOLLOWING MUST BE INCLUDED IN ANY CONTRACT RECEIVING THIS PREAWARD APPROVAL FROM OLAW.)*

**ARTICLE H.4. RESTRICTION FROM USE OF LIVE VERTEBRATE ANIMALS**

Under governing policy, federal funds administered by the Public Health Service (PHS) shall not be expended for research involving live vertebrate animals without prior approval of the Office of Laboratory Animal Welfare (OLAW), of an assurance to comply with the PHS policy on humane care and use of laboratory animals. This restriction applies to all performance sites (e.g., collaborating institutions, subcontractors, subgrantees) without OLAW-approved assurances, whether domestic or foreign.

**ARTICLE H.5. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH**

a. Pursuant to Public Law(s) cited in paragraph b., below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

b.	<b>Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
	107-116 Section 510	2002	10/1/01-9/30/02

**ARTICLE H.6. NEEDLE EXCHANGE**

a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.	<b>Public Law and Section No.</b> 107-116 Section 505	<b>Fiscal Year</b> 2002	<b>Period Covered</b> 10/1/01-9/30/02
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**ARTICLE H.7. SALARY RATE LIMITATION LEGISLATION PROVISIONS**

a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patent care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

b.	<b>Public Law No.</b> 107-116	<b>Fiscal Year</b> 2002	<b>Dollar Amount of Salary Limitation*</b> \$166,700
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\* Currently this amount is \$166,700 and will remain at this level until such time as the Executive Level I is increased. See the following web site for Executive Level I rates of pay:

**FOR FY-02 EXECUTIVE LEVEL SALARIES:** <http://www.opm.gov/oca/02tables/ex.pdf>

**ARTICLE H.8. PUBLICATION AND PUBLICITY**

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute of Neurological Disorders and Stroke, National Institutes of Health, under Contract No. \_\_\_\_\_."

**ARTICLE H.9. PRESS RELEASES**

a. Pursuant to Public Law(s) cited in paragraph (b) below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money that: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.	<b>Public Law No. and Section No</b> [Applicable information to be included at award]	<b>Fiscal Year</b>	<b>Period Covered</b>
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**ARTICLE H.10. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

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

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

**ARTICLE H.11. YEAR 2000 COMPLIANCE**

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause:

a. Service Involving the Use of Information Technology

**YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY**

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

**ARTICLE H.12. SUBCONTRACTING PROVISIONS**

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated \_\_\_\_\_, is attached hereto and made a part of this contract.
2. The failure of any Contractor or Subcontractor to comply in good faith with FAR clause 52.219-8, entitled "UTILIZATION OF SMALL BUSINESS CONCERNS", incorporated in this contract, and with the attached SUBCONTRACTING PLAN will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16, entitled "LIQUIDATED DAMAGES - SUBCONTRACTING PLAN".

b. Subcontracting Reports

1. The Contractor shall submit the original and one (1) copy of the Subcontracting Report for Individual Contracts, SF-294, in accordance with the instructions on the report, as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, this report shall be submitted on the following dates for the entire life of this contract:

April 30th  
October 30th

This report shall be sent to the following address:

Contracting Officer  
Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
NeuroScience Center, Room 3287  
6001 Executive Boulevard, MSC 9531  
Bethesda, Maryland 20892-9531

2. The Contractor shall submit one (1) copy of the Summary Subcontracting Report, SF-295, in accordance with the instructions on the report, as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization  
Department of Health and Human Services  
Hubert H. Humphrey Building, Room 517-D  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

3. The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

#### **ARTICLE H.13. ANTI-LOBBYING**

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- c. 

<u>Public Law No. and Section No</u>	<u>Fiscal Year</u>	<u>Period Covered</u>
[Applicable information to be included at award]		

#### **ARTICLE H.14. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS**

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

#### **ARTICLE H.15. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES**

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at: <http://ott.od.nih.gov/NewPages/64FR72090.pdf> is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

**Note:** For the purposes of this Article, the terms "research tools," "research materials," and "research resources" are used interchangeable and have the same meaning.



## **PART II - CONTRACT CLAUSES**

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

**SPECIAL NOTE FOR SOLICITATION PURPOSES:** This SECTION I uses, as an example, clauses appropriate for the award of a cost-reimbursement research and development type contract. Any resultant contract shall include the clauses applicable to the selected offeror's organization and the type of contract awarded. Any additional clauses required by Public Law, Executive Order, or acquisition regulation in effect at the time of award shall be included in this SECTION I.

A listing of clauses appropriate for the award of other types of contracts will be provided upon request to the Contracting Officer/Contract Specialist identified in the cover letter of this Request for Proposals.

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

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

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

<b>Reg</b>	<b>Clause</b>	<b>Date</b>	<b>Clause Title</b>
FAR	52.202-1	Dec 2001	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Jul 1995	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
FAR	52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.215-2	Jun 1999	Audit and Records - Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
FAR	52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
FAR	52.215-12	Oct 1997	Subcontractor Cost or Pricing Data
FAR	52.215-14	Oct 1997	Integrity of Unit Prices
FAR	52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
FAR	52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
FAR	52.216-7	Mar 2000	Allowable Cost and Payment
FAR	52.216-8	Mar 1997	Fixed Fee

Reg	Clause	Date	Clause Title
FAR	52.219-8	Oct 2000	Utilization of Small Business Concerns
FAR	52.219-9	Jan 2002	Small Business Subcontracting Plan
FAR	52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan
FAR	52.222-2	Jul 1990	Payment for Overtime Premium (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
FAR	52.222-3	Aug 1996	Convict Labor
FAR	52.222-26	Feb 1999	Equal Opportunity
FAR	52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans
FAR	52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Dec 2001	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-14	Oct 2000	Toxic Chemical Release Reporting
FAR	52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
FAR	52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
FAR	52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
FAR	52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	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.
FAR	52.227-14	Jun 1987	Rights in Data - General
FAR	52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR	52.232-17	Jun 1996	Interest
FAR	52.232-20	Apr 1984	Limitation of Cost
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	May 2001	Prompt Payment, Alternate 1 (Oct 2001)
FAR	52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
FAR	52.233-1	Dec 1998	Disputes
FAR	52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Costs
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
FAR	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.
FAR	52.244-5	Dec 1996	Competition in Subcontracting
FAR	52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
FAR	52.246-23	Feb 1997	Limitation of Liability
FAR	52.249-6	Sept 1996	Termination (Cost-Reimbursement)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.253-1	Jan 1991	Computer Generated Forms

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

HHSAR	352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
HHSAR	352.228-7	Dec 1991	Insurance - Liability to Third Persons
HHSAR	352.232-9	Apr 1984	Withholding of Contract Payments
HHSAR	352.233-70	Apr 1984	Litigation and Claims
HHSAR	352.242-71	Apr 1984	Final Decisions on Audit Findings
HHSAR	352.270-5	Apr 1984	Key Personnel
HHSAR	352.270-6	Jul 1991	Publications and Publicity
HHSAR	352.270-7	Jan 2001	Paperwork Reduction Act

[END OF GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT 1/2002]

**ARTICLE I.2. AUTHORIZED SUBSTITUTIONS AND MODIFICATIONS OF CLAUSES**

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations. It is expected that the following clause(s) will be made part of the resultant contract:

FAR clause 52.232-20, LIMITATION OF COSTS, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefore.

**ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES**

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

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.

**a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER I) CLAUSES**

FAR 52.219-4, Notice Of Price Evaluation Preference For HubZone Small Business Concerns (JANUARY 1999).

“(c) Waiver of evaluation preference.....

[ ] Offeror elects to waive the evaluation preference.”

FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAY 2001).

“(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except--...”

Alternate I (OCTOBER 1998), FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCTOBER 1999).

FAR 52.227-14, Rights in Data - General (JUNE 1987)

ALTERNATE V (JUNE 1987), FAR 52.227-14, Rights in Data – General (JUNE 1987). Specific data items that are not subject to paragraph (j) include: NONE

FAR 52.227-16, Additional Data Requirements (JUNE 1987)

**[NOTE TO OFFERORS: One or several of the following clauses pertaining to Cost Accounting Standards may be included in the resultant contract:]**

\*\*\* (USE IN NEGOTIATED CONTRACTS OVER \$500,000 – FOR FULL CAS COVERAGE [EXCEPT Small Businesses, Educational Institutions and Foreign Contractors – SEE EXCEPTIONS AT 48 CFR CHAPTER 99 [APPENDIX B, FAR LOOSELEAF EDITION], SUBPART 9903.201-1) \*\*\*

FAR 52.230-2, Cost Accounting Standards (APRIL 1998).

\*\*\* (USE BELOW IN NEGOTIATED CONTRACTS OVER \$500,000 BUT LESS THAN \$25 MILLION, AND THE OFFEROR CERTIFIES THAT IT IS ELIGIBLE FOR AND ELECTS TO USE MODIFIED CAS COVERAGE, EXCEPT Small Businesses, Educational Institutions, and Foreign Contractors – SEE EXCEPTIONS AT 48 CFR CHAPTER 99 [APPENDIX B, FAR LOOSELEAF EDITION], SUBPART 9903.201.1) \*\*\*

FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998).

\*\*\* (USE BELOW IN NEGOTIATED CONTRACTS THAT ARE EXEMPT FROM CAS REQUIREMENTS SOLELY ON THE BASIS THAT THE CONTRACT IS TO BE AWARDED TO A UNITED KINGDOM CONTRACTOR AND IS TO BE PERFORMED SUBSTANTIALLY IN THE UNITED KINGDOM – SEE 48 CFR CHAPTER 99 [APPENDIX B, FAR LOOSELEAF EDITION], SUBPART 9903.201-1(B)(2)) \*\*\*

FAR 52.230-4, Consistency in Cost Accounting Practices (AUGUST 1992).

\*\*\* (USE BELOW IN NEGOTIATED CONTRACTS AND SUBCONTRACTS AWARDED TO EDUCATIONAL INSTITUTIONS, WHEN THE CONTRACTOR OR SUBCONTRACT PRICE EXCEEDS \$500,000, UNLESS THE CONTRACT IS EXEMPTED (SEE 48 CFR CHAPTER 99, 9903.201-1), THIS CONTRACT IS TO BE PERFORMED BY AN FFRDC (SEE 9903.201-2 (c)(5), OR THE PROVISION AT 9903.201-2(c)(6)(FAR APPENDIX B) APPLIES.) \*\*\*

FAR 52.203-5, Cost Accounting Standards – Educational Institution (APRIL 1998).

\*\*\* (USE BELOW IN NEGOTIATED CONTRACTS THAT CONTAIN EITHER THE FORMER FAR CLAUSE 52.230-2, 52,30-3, OR 52.230-5.) \*\*\*

FAR 52.230-6, Administration of Cost Accounting Standards (APRIL 1996).

FAR 52.243-2, Changes – Cost Reimbursement (AUGUST 1987), Alternate V (APRIL 1984)

**b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION / PUBLIC HEALTH SERVICE ACQUISITION REGULATION (HHSAR/PHSAR) (48 CFR CHAPTER 3) CLAUSES**

HHSAR 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001)

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

NIH (RC)-7 Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16)

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

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

This contract incorporates the following in full text.

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

FAR Clause 52.244-6, Subcontracts for Commercial Items and Commercial Components (DEC 2001)

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

**Commercial item**, has the meaning contained in the clause at 52.202-1, Definitions.

**Subcontract**, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

b. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

c. 1. The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246)
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a))
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793)
- (v) 52.247-64, Preference for Privately Owned U.S. –Flagged Commercial Vessels (JUN2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

2. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

d. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

### **SECTION J - LIST OF ATTACHMENTS**

**The following documents are attached and incorporated in this RFP:**

1. Statement of Work, 5 pages.

**THE FOLLOWING FORM MUST BE COMPLETED AND SUBMITTED WITH EACH TECHNICAL PROPOSAL: (A copy of each form shall be included with the original and every copy of the technical proposal).**

2. Government Notice for Handling Proposals, 1 page.
3. Summary of Labor & Direct Costs (TECHNICAL PROPOSAL), 1 page.

**THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH EACH BUSINESS PROPOSAL:**

4. NIH-2043, Proposal Summary and Data Record, 2 pages.
5. Summary of Annual Costs (BUSINESS PROPOSAL), 1 page.
6. Summary of Related Activities, 1 page.
7. SF-LLL, Disclosure of Lobbying Activities, 3 pages.
8. Small Business Subcontracting Plan Format, 7 pages.
9. Small Disadvantaged Business (SDB) Participation Plan, 1 page.

**THE FOLLOWING FORMS WILL BE ATTACHED TO ANY CONTRACT RESULTING FROM THIS RFP: (They are included here for informational purposes only).**

10. NIH (RC)-7, Procurement of Certain Equipment, (OMB Bulletin 81-16), 1 page.
11. NIH (RC)-4, Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, 5 pages.
12. NIH 2706, Financial Report of Individual Project/Contract, with instructions, May 1997, 3 pages.

**NOTE: Section K - Representations and Certifications - Negotiated Contracts must be completed, signed and included with the Business Proposal. It is available at URL: <http://amb.nci.nih.gov/forms/rcneg.pdf>**

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

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

**Representations and Certifications - Negotiated Contracts** must be accessed electronically from the INTERNET at the following URL:

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

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

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

#### **1. GENERAL INFORMATION**

##### **a. PACKAGING AND DELIVERY OF PROPOSAL**

Your proposal shall be organized as specified in SECTION L.2., INSTRUCTIONS TO OFFERORS.

Proposals for furnishing the supplies and/or services in the SCHEDULE will be accepted at the location specified in (3) below, and in the number of copies specified in (1) below, until 4:30 p.m. (local time), May 20, 2002. Delivery and marking of proposals shall be as indicated below:

1. Number of Copies: The number of copies required of each part of your proposal are as follows:

Technical Proposal: Original plus 15 copies  
Business Proposal: Original plus 4 copies

2. External Package Marking

In addition to the address cited below, the outside of each package should be marked with the following information:

BAA/RFP No. NIH-NINDS-02-09

3. Address

If hand-delivered or sending your proposal via an overnight delivery service, e.g., Federal Express, DHL, etc, your proposal must be delivered to the following address:

Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
Neuroscience Center Building  
6001 Executive Boulevard, Suite 3287  
Rockville, Maryland 20852

If mailing your proposal through the U.S. Postal Service your proposal must be sent to the following address:

Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke, NIH  
Neuroscience Center Building, MSC 9531  
6001 Executive Boulevard, Suite 3287  
Bethesda, Maryland 20892-9531

b. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]**

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

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

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

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

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

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

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

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

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

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

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

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



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

**[Note: In accordance with HHSAR 352.215-1, the following paragraph (e) is substituted for the subparagraph (e) of the provision at FAR 52.215-1.]**

- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is

not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following 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. The legend reads:

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

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

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

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

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

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

- (3) Offerors are cautioned that proposals submitted with restrictive 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.

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

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

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

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

range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) 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.

(End of Provision)

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

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

(End of Provision)

c. **"JUST IN TIME"**

This RFP contains special procedures for the submission of business management proposals. These special procedures are designed to reduce the administrative burden on offerors without compromising the information needed during the initial evaluation of proposals. Certain documents will no longer be required to be submitted with initial proposals, but will be requested at a later stage in the competitive process. Specifically, the travel policy, a total compensation plan, and a subcontracting plan, will only be

required to be submitted by the apparent successful offeror(s). The special procedures for submission of this documentation are set forth in detail below:

**Travel Policy.** The offeror's (and any proposed subcontractor's) written travel policy shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required to submit a travel policy as a part of their final proposal revision.

**Total Compensation Plan.** The offeror's total compensation plan shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required submit a total compensation plan as a part of their final proposal revision.

**Small Business Subcontracting Plan.** The offeror's Small Business Subcontracting Plan shall **not** be submitted with the initial business proposal. Only the apparent successful offeror will be required to submit **an acceptable** subcontracting plan.

d. **NAICS CODE AND SIZE STANDARD**

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

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is \$5 million.

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 North American Industry Classification System (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

e. **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.

f. **TYPE OF CONTRACT AND NUMBER OF AWARD(S), AND DOLLAR LIMITATIONS**

It is anticipated that TWO (2) AWARDS may be made from this solicitation and that the awards may be made on/about September 2002.

It is anticipated that the awards from this solicitation will be multiple-year, cost reimbursement type completion contracts, with a term of five (5) years, and that incremental funding will be used for these contracts (see Section L.2. (c) - Business Proposal Instructions.

**To assist you in preparation of your proposal, the Government considers the total cost (direct and indirect) for this contract will range from \$750,000 to \$1,000,000 per year.**

g. **ESTIMATE OF EFFORT**

As stated above, the Government estimates that two awards may be made under this BAA/RFP, with the relative scientific and technical merit of a proposal being a primary selection factor in determining award. In order to acquire the best science available the Government recognizes that we need to maximize competition to the fullest extent possible. This is why we have selected the Broad Agency Announcement as the most appropriate acquisition procedure whereby prospective offerors are asked to submit proposals wherein they will provide facilities in the same location, resources, capabilities and expertise in SCI research. They will have dedicated facilities and expertise for conducting surgery, including microsurgery such as transplants and grafts, and for cellular analyses ranging from neuroanatomy and histology to electrophysiology and other cutting-edge technologies.

Therefore, the level of effort (time) devoted to the project must be compatible with the scientific and technical approach proposed. The amount of effort and type of personal necessary to perform the work will be dependent upon each offeror's approach, methodology and current state of research and development in this field. All proposed staffing levels must be accompanied by scientific justifications as to the type and hours expected to be performed by all personnel. Offerors are required to propose levels of commitment, whether compensated or donated effort that is necessary to complete the work described in their proposal.

**It is the Government's opinion that successful completion of this project will require an offeror to have personnel resources adequate to conduct the proposed research with established expertise in the following areas: neurophysiology, bioengineering, animal psychophysics, robotics, and digital signal processing. It will also require chronic care and maintenance of animals with implemented electrode arrays.**

You are requested to furnish estimates of personnel and effort based on the requirements of this BAA/RFP and the approach you propose to take for achieving the stated objectives.

h. **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 acquisition. Any other commitment, either explicit or implied, is invalid.

i. **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.

j. **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.

k. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that the most important award selection factor shall be the technical evaluation of proposals. The technical proposal will receive paramount consideration in the selection of the Contractor for this acquisition. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. The relative importance of the award selection factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the offeror whose proposal provides the best overall value to the Government, cost and other factors considered.

**1. PREPARATION COSTS**

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

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

- (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:

Contracting Officer  
Contracts Management Branch, DER  
National Institute of Neurological Disorders and Stroke  
NeuroScience Center, MSC 9531  
6001 Executive Boulevard, Suite 3287  
BETHESDA, MD 20892-9531

- (a) 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)

**n. LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70**

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, 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**

**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 type contract will be awarded. 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 addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Section L1.a. 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 and as specified in SECTION J, List of Attachments.

## III. BUSINESS PROPOSAL

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

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

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm (120 days minimum) and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

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

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and labor-categories, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, 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 and separate cost estimates provided.

### **(6) Evaluation of Proposals**

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

### **(7) Potential Award Without Discussions**

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

**(8) Use of the Metric System of Measurement**

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

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

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

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

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

**(9) 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.



**(10) 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 Humane 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 of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), 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 OER. 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 OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW may be contacted at Rockledge Center I, Suite 1050, 6705 Rockledge Drive, Bethesda, Maryland 20817, (301) 496-7163, ext. 234.MSC 7507, Rockville, MD 20892-7507, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. The policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>

Proposals submitted in response to this RFP and that involve the care and use of animals shall contain the following information:

- (a) identification of the species and approximate number of animals to be used;
- (b) rationale for involving animals, and for the appropriateness of the species and numbers to be used;
- (c) a complete description of the proposed use of animals;
- (d) a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals;
- (e) a description of any euthanasia method to be used; and
- (f) a declaration that the institution does or does not have an Animal Welfare Assurance must be submitted with the proposal.

**(11) Selection of Offerors**

The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a review group called a Special Emphasis Panel (SEP). The panel will evaluate each technical proposal in strict conformity with the technical evaluation criteria of the BAA/RFP, utilizing point scores and written critiques. The technical strengths and weaknesses of each proposal will be addressed by the reviewers and written recommendations provided to the Contracting Officer. Each proposal will be rated as either technically acceptable or unacceptable. Proposals rated technically unacceptable will not be considered further. A separate and independent review of the business proposal will be made by Institute staff, and will be subjected to a cost and price and cost realism analysis. The panel may suggest that the Contracting Officer request clarifying information from an offeror.

Based on the written recommendations of the technical review panel and Institute staff, the Contracting Officer will, in concert with scientific program staff, establish an ORDER OF MERIT

RANKING. This ranking will be based upon the scientific merit of the proposal research, the relevance to the technical objectives outlined in this solicitation, and program/scientific priority, evaluation of cost realism and reasonableness and the extent of SDB participation. Oral or written discussions may be conducted with offerors whose proposals are the most meritorious, relevant and of highest priority to the program area. All aspects of the proposal are subject to discussions, including cost, technical approach, and contractual terms and conditions. At the conclusion of discussions, each offeror still being considered for award may 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.

The final stage of the award selection evaluation process is the establishment of an Order or Merit Ranking in which all competing proposals are ranked on the basis of the results from the scientific merit evaluations; program relevance, balance and priority which the NINDS determines to exist at the time of award selection; the cost reasonableness and realism of the proposal, and the extent of small disadvantaged business participation. The actual number of awards will depend upon the availability of funds.

The NINDS reserves the right to make a single award, multiple awards, or no award at all to the BAA/RFP. In addition the solicitation may be amended or cancelled as necessary to meet NINDS requirements. Synopses of awards exceeding \$25,000 will be published on the FedBizOpps website.

**(12) Small Business Subcontracting Plan**

**\*\*\*\* This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP. \*\*\*\***

**(This document is not required with submission of the initial proposal).**

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the 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, Attachment 8 to this RFP is 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, 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 in 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.

**(13) 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>.

**(14) 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 NAICS Industry Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business is cited in FAR 19.001.

The factor entitled "Small Disadvantaged Business Participation Factor" as set forth under Section M shall be used for evaluating SDB participation under this BAA/RFP. 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 must clearly stated in your proposal.**

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) codes, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at: <http://www.sba.gov/size/NAICS-cover-page.htm>. The Department of Commerce website for the annual determination is: <http://www.arnet.gov/References/sdbadjustments.htm>.

Offerors shall **provide in one clearly marked section of the Business Proposal**, SDB participation targets, expressed as dollars and percentages of total contract value, in each authorized NAICS Industry Subsector(s), as may be applicable. The applicable NAICS Code for this requirement is 541710, as specified in Section L.1 (d). A total target for SDB participation by the prime contractor, including joint ventures and team arrangements\*, 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. **SDB Participation Plan information may be provided in the format prescribed in Section J, attachment entitled Small Disadvantaged Business (SDB) Participation Plan, or in a format developed by the offeror.**

If the SDB evaluation factor in Section M includes a subfactor that considers the extent to which SDB concerns must be specifically identified in the participation plan, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute for submission of the subcontracting plan**, if it is required by this solicitation.

\*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

**(15) 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.

**(16) Salary Rate Limitation in Fiscal Year 2002**

Offerors are advised that pursuant to P.L.107-116, no NIH Fiscal Year 2002 (October 1, 2001 - September 30, 2002) funds may be used to pay the direct salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses), also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

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 I\*. The salary rate limitation set by P.L.107-116 applies only to Fiscal Year 2002 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 salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I\* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 107-116 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 the Executive Level I."

**FY-2002 information is pending passage of legislation. Information regarding the FY-2002 rate can be found at: <http://www.opm.gov/oca/02tables/ex.pdf> .**

**(17) 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.

**(18) 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.

**(19) Obtaining and Disseminating Biomedical Research Resources**

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of the new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the [public and private sectors (disseminating research tools); and 2) Restrictions to accept as a condition of receiving access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled “Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts,” (Federal Register Notice, December 23, 1999 [64 FR 72090]) will be included in any contract awarded from this solicitation. It can be found at the following website: <http://ott.od.nih.gov/NewPages/64FR72090.pdf> .

**(20) Electronic and Information Technology Accessibility**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194) require that all EIT acquired must ensure that:

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- (a) 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) Facilities Capital Cost of Money, FAR Clause 52.215-16 (October 1997)
- (d) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997)

**b. TECHNICAL PROPOSAL INSTRUCTIONS (see also d. below for additional Technical Proposal Instructions).**

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

**(1) Technical Discussions**

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

**a) Statement of Work**

**i) 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.



ii) 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.

iii) 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.

iv) 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.**

i) 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.

ii) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss their 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.

iii) 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 must be indicated and the anticipated sources must 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.

iv) 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.

c) **Institutional Experience and Facilities**

Describe organizational and administrative structure of the proposed program and institutional commitment to the program.

Describe the facilities and resources, computer and other equipment available for the project.

d) **Technical Proposal Format Instructions**

TECHNICAL PROPOSAL TABLE OF CONTENTS/FORMAT

(NOTE: Instructions to offerors are indicated in parentheses or as footnotes.)

- 1. TECHNICAL PROPOSAL COVER SHEET ..... Page 1
- 2. TECHNICAL PROPOSAL TABLE OF CONTENTS ..... Page 2
- 3. SUMMARY OF OBJECTIVES AND METHODS  
(Abstract)\* ..... Page 3
- 4. TECHNICAL DISCUSSIONS (Refer to Technical Proposal Instructions, indicated above).
  - a. STATEMENT OF WORK
    - 1) Objectives ..... Page 4
    - 2) Approach ..... Page \_\_\_
    - 3) Methods ..... Page \_\_\_
    - 4) Schedule ..... Page \_\_\_
  - b. PERSONNEL: ( List by name, title, department and organization, and detail each person’s qualifications and role in the project)

Provide narrative for:

- 1) Principal Investigator/Project Director
- 2) Other Investigators
- 3) Additional Personnel (e.g., technical support, subcontractors, consultants)

[Note: For key personnel, include 2 page biosketch/resume] - Page \_\_\_

- c. FACILITIES/RESOURCES AND DIRECT COSTS (list/describe all equipment, facilities and other resources available for this project; and marked laboratory/clinical space floor plan) - Page \_\_\_
  - d. OTHER CONSIDERATIONS (provide brief narrative of any unique arrangements, safety procedures in place, animal welfare issues, human subject and minority and gender issues, etc.) - Page \_\_\_
5. OTHER SUPPORT (A “Summary of Related Activities” for all Key Personnel must be provided; this form is located in PART III, SECTION J, ATTACHMENT 5) - Page \_\_\_
  6. VERTEBRATE ANIMALS (IF APPLICABLE) - Page \_\_\_
  7. “TECHNICAL PROPOSAL COST INFORMATION” located in PART III, SECTION J, ATTACHMENT 2) - Page \_\_\_
  8. LITERATURE CITED – Page \_\_\_
  9. APPENDICES (protocols, policy manuals, etc, for above Technical Plan; list each Appendix; Appendices must be clear and legible, and easily located.)

**\* State the proposal’s broad, long-term objectives and specific aims. Describe concisely the research design and methods for achieving these goals. DO NOT EXCEED ONE PAGE in providing the abstract. Identify the BAA/RFP number, institution, and Principal Investigator on the abstract.**

**(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 Criteria (Section M).

**(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.

**c. BUSINESS PROPOSAL INSTRUCTIONS**

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

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

**(2) Proposal Cover Sheet**

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

- (a) Solicitation, contract, and/or modification number;
- (b) Name and address of Offeror;
- (c) Name and telephone number of point of contact;
- (d) Name, address, and telephone number of Contract Administration Office, (if available);
- (e) Name, address, and telephone number of Audit Office (if available);
- (f) Proposed cost and/or price; profit or fee (as applicable); and total;
- (g) 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.
- (h) Date of submission; and
- (i) 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 with the initial proposal 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.

The attached "Summary of Annual Costs" shall be used as the yearly and cumulative summary of proposed costs. This budget summary shall be presented directly behind the business proposal cover page.

**(3) Information Other than Cost or Pricing Data**

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

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

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

**i) Direct Labor**

Provide a breakdown, by individual or labor class, of labor hours and rates. Identify and list all key personnel and all others who will be directly involved in work under the project. Provide a written narrative justifying the basis of the labor effort proposed for all persons.

ii) **Materials**

Provide a summary listing and/or bill of materials for all individual material types and quantities and the basis for the line item cost/pricing estimate. This information should be supported with documentation such as current vendor quotes, invoices based on recent purchases, catalog price lists/schedules, etc.

iii) **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404.3.

iv) **Raw Materials**

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

v) **Purchased Parts**

Includes items not covered above. Provide priced quantities of items required for the proposal. Provide a list for all purchase parts and quantities and the basis for the line item cost/pricing estimate. This information should be supported with documentation such as current vendor quotes, invoices based on recent purchases, catalog price lists/schedules, etc.).

vi) **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.

vii) **Indirect Costs**

Indicate how you have computed and applied your 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.

viii) **Special Equipment**

If direct charge, list any equipment proposed as a direct cost, including description, price, quantity, total price, results of purchase or lease analysis, and the basis for the cost/pricing estimate.

ix) **Travel**

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

x) **Other Costs**

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

**(4) Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (October 1997). As prescribed in 15.408(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

**(5) Total Compensation Plan - Instructions**

**\*\*\*\*This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP. \*\*\*\***

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

**(6) Total Compensation Plan - Evaluation**

**a) Total Compensation Plan (Professional Employees)**

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

**b) Cost (Professional Compensation)**

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

**c) Other (Labor Relations)**

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

d) **Federal Acquisition Regulation Clauses incorporated by Reference**

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

(7) **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

(8) **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, "Contractors 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:

**HHSAR 352.232-75, Incremental Funding (January 2001)**

- a. It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." 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.
- b. The "Limitation of Funds" clause to be included in the resultant contract shall supersede the "Limitation of Cost" clause found in the General Clauses.

(End of Provision)

**f) FAR 52.215-16, Facilities Capital Cost of Money (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 that 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.

**(9) Subcontractors**

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

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

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to

be incorporated in Research & Development (R&D) subcontracts with educational institutions:  
<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

**(10) Representations and Certifications**

One copy of the Representations and Certifications 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. The Representations and Certifications are available at the following URL: <http://amb.nci.nih.gov/forms/rcneg.pdf>

**(11) Travel Costs/Travel Policy**

**a) Travel Costs - Commercial**

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

**b) Travel Policy**

**\*\*\* This document is INCLUDED in the “Just In Time” procedures. Specific instructions for this submission of this document are outlines in SECTION L.1.a. of this RFP. \*\*\***

All offerors included in the competitive range will be required to submit a copy of their written travel policy. A written travel policy for any proposed subcontractors shall also be submitted at that time. If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

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

### **A. GENERAL INFORMATION REGARDING EVALUATION FACTORS FOR AWARD**

The Broad Agency Announcement (BAA) is one of several competitive proposal procedures available to the Government for the acquisition of basic and applied research to fulfill agency requirements for scientific study and experimentation directed toward advancing the state-of-the art or increasing knowledge and/or understanding. It is the intent of BAAs to encourage the submission of creative and innovative approaches and/or ideas, whereby the Statement of Work including the specific work requirements and performance specifications are developed and defined by the offeror, not the Government. A specific Statement of Work will be made a part of each contract based on the approach and methods offered by the organization selected for award.

The NINDS reserves the right to make one or multiple awards under this BAA/RFP.

The evaluation of technical proposals shall receive paramount consideration in the selection of the contractor(s) under this BAA. All technical proposals will be evaluated by a peer review group also known as a Special Emphasis Panel (SEP).

The SEP shall assess the scientific/technical merit of each offeror's proposal by the technical evaluation criteria, and only those criteria, listed below. Offerors must submit information sufficient to allow evaluation to proposals based on the technical evaluation criteria listed below. Failure to provide any of the information required to evaluate the proposal may result in rejection of that proposal without further consideration.

The final stage of award selection evaluation process is the establishment of an Order of Merit Ranking in which all competing proposals are ranked on the basis of the results from the scientific merit evaluations; program relevance, balance and priority which the NINDS determines to exist at the time of the award selection decision; the cost reasonableness and realism of the proposal; and the extent of small disadvantaged business participation. The actual number of awards will depend upon the availability of funds to the NINDS.

The evaluation of technical proposals and program relevance, balance and priority, when combined, are significantly more important than cost/price. The cost realism and reasonableness of proposals is more important than the SDB participation factor.

### **B. TECHNICAL EVALUATION CRITERIA**

Technical proposals shall be evaluated in accordance with the following technical evaluation criteria which are listed and weighted in the order of their relative importance. The maximum total score possible is 100 points. **Proposals will be judged solely on the written material provided by the offeror.**

- 1. Understanding the Requirement and Technical Approach **0 – 50 Points****  
(scientific, technical, or analytical approach to achieve project objectives, including a demonstrated understanding of potential problems)

The proposal must demonstrate a thorough understanding of the requirements of the BAA, and describe approaches, which will demonstrate the offeror's ability to achieve timely and acceptable performance. The offeror's Statement of Work shall present a comprehensive statement of the problem, scope, objectives, and purpose of the project to demonstrate an understanding of the requirements from a management and technical standpoint. The proposal shall provide evidence of the offeror's ability and quality of the proposed training and facilities plan which at a minimum shall include:

- Knowledge of the use and comparative limitations of the standard rodent models of SCI currently used in the field. These models must include one or more of the following: partial or complete transection, contusion and compression.

- Knowledge of the usefulness and limitations of circuit, cellular and molecular analyses of the spinal cord and connectivity with higher centers in the CNS; these would include histology, tract-tracing and electrophysiology, but may include other cutting-edge methods.
- Knowledge of the use (both performance and assessment) of the Basso-Beattie-Bresnahan scale for evaluating the recovery of locomotion in rats, an appreciation of assessment of similar functions for mice, and of other functional deficits that arise from SCI.
- Plans for developing and/or evaluating new and reproducible methods for assessing or quantifying the return of locomotor activity in mice, and of other, currently understudied functions affected by SCI such as bladder, bowel and sexual activities, and autonomic function.
- Plans for providing hands-on training for new and/or young investigators in the SCI field in the use and assessment of models and techniques identified in the bullets above.
- Plans for providing expertise, infrastructure, resources and facilities for replicating experiments with high therapeutic potential for SCI, and for side-by-side comparisons of efficacy between different approaches and treatment paradigms.
- Plans for an collaboration with the oversight committee. The oversight committee will consist of leaders in the SCI research field and NINDS program staff to review, prioritize and oversee studies to be conducted at the FORE-SCI, studies that replicate significant experiments in SCI, or pilot studies that promote the inclusion of new investigators and collaborations between new investigators and seasoned investigators in the SCI field.

**2. Qualifications and Availability of Proposed Personnel **0 – 25 Points****  
 (demonstrated evidence of the qualifications, experience, and availability of professional and technical personnel comprising the necessary project staff).

Personnel (including collaborators) proposed to be assigned and available for work under the project shall be evaluated on their demonstrated, documented, and relevant expertise, education, availability, and experience, highlighting that which was utilized within the past five years. The proposal should document and provide evidence of an individual’s prior and practical experience in performing work of the nature required by the objectives of this BAA/RFP.

**3. Proposed Facilities and Equipment **0 – 25 Points****  
 (availability and proposed utilization).

Offerors shall describe and document the availability and proposed utilization of appropriate dedicated space and facilities, and equipment required to successfully perform the work requirements.

**C. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN**

In accordance with FAR Part 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract will be evaluated. An evaluation of offeror’s SDB participation will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than SDB participation.

The evaluation will be based on information obtained from the Small Disadvantaged Business Participation Plan provided by the offeror. Offerors are encouraged to use Attachment #9 to this Request for Proposals, entitled: SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PLAN, as the basis for the SDB Participation Factor.

**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 used 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 Small Disadvantaged Business Participation Targets will be evaluated before determination of the Order of Merit Ranking. Evaluation of the SDB's Participation Plan will be assessed based on consideration of the information presented in the offeror's proposal. 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

Offers will be evaluated on the following sub-factors:

- (1) Extent of commitment to use SDB concerns in performance of the contract ( in terms of dollars and percentage of total contract value); and
- (2) The complexity and variety of work to be performed by SDB concerns.

**D. OTHER NON-SCORED CONSIDERATIONS**

Use of Live Vertebrate Animals – The TEG will also evaluate, but not score, the adequacy of the protection of vertebrate animals in the proposed work.

## BAA/RFP OBJECTIVES AND REQUIREMENTS

INSTRUCTIONS FOR PREPARING THE STATEMENT OF WORK. This Broad Agency Announcement (BAA) is issued with the intent of establishing Facilities of Research Excellence for Spinal Cord Injury (FOR-SCI)

### Introduction

The National Institute of Neurological Disorders and Stroke (NINDS) is seeking proposals from organizations that are interested in and capable of establishing training and research facilities/capabilities that would support the study of rodent models of spinal cord injury (SCI). These facilities shall be established for the purpose of organizing, coordinating and conducting hands-on training and providing practical experience in conducting standard protocols and techniques used in the study of acute and chronic rodent models of SCI, including the cellular and functional analysis and assessment of behavioral recovery. These facilities shall also be used to replicate important preclinical studies in SCI that show promise for development into treatments for the condition, and to promote the interest and inclusion of new investigators into the field.

### Background

In the United States, the incidence of spinal cord injury (SCI) is approximately 10,000 per year. Most of these new patients are young, and because there are few reparative treatments for this devastating condition, the patients are often incapacitated for life. The type and range of dysfunctions that a patient encounters throughout life depends on a number of crucial variables including the severity of injury, the location of damage along the cord, and how long the patient has been injured. Because not all spinal cord injuries are alike, no single treatment could be expected to be suitable or effective for all forms of this disorder. It is more realistic to expect that different treatments may be appropriate for different types of damage, and for different stages after injury. To develop effective treatments, it is necessary to begin to look for solutions with high likelihood of restoring function to specific types of SCI.

Although the past decade has seen ground-breaking new research in fields as diverse as immunology, stem cell biology, gene therapy, growth factors and extracellular matrix that hold promise for different SCI conditions, the translation of these findings to new treatments has been hampered by several factors. First, promising new molecules and approaches that have arisen from research in other arenas are slow to be introduced to SCI research because of inherent difficulties in using and maintaining the standard animal models of SCI. It is a great challenge for researchers new to the field to learn the surgical procedures involved in producing models of SCI. A number of models of SCI have been developed in order to mimic the range of conditions seen in the patient population. They differ in respects such as the type and severity of injury (for example, contusion, compression, and partial or complete transection), and the segmental level and location of damage along the cord. Several laboratories have developed techniques to produce standardized and reproducible models of SCI, however special equipment may be needed, and new investigators may not have ready access to such equipment. Another challenge is having the ability, expertise and facilities for dealing with the unique, daily needs of animals incapacitated by SCI.

The variables associated with SCI can result in a range of functional deficits. A crucial element in conducting SCI research is to have the ability to evaluate the return of behavior and function in a careful and meaningful manner. One measure of locomotor function (the Basso-Beattie-Bresnahan scale) has been developed for rats and is used by many of the leaders in the field. New investigators require instruction and practice in the performance and use of this procedure in order to interpret it productively. In addition, there is a great need for measures of other functions regulated by circuitry in the cord such as bladder and bowel activity, autonomic function and sexual function. Such measures will allow the assessment of a much wider range of functions that are affected following trauma to the spinal cord, and are amenable to new treatments.

Although numerous new findings herald the coming of many potential treatments for SCI, a barrier to the development of such avenues to treatments for patients is the lack of confirmation of the results. Novel and promising results from one laboratory have not been confirmed by replication in other laboratories or in other model systems. This inability to confirm and characterize potentially important outcomes with confidence has prevented new approaches from moving forward to clinical studies.

### **Goals and Specific Objectives of the Broad Agency Announcement**

The NINDS is the lead governmental agency for the funding of research on SCI, and proposes to establish national Facilities of Research Excellence in SCI (FORE-SCI) that will train new researchers on best practices in the field of SCI, including the standards of current research methodology, analytical protocols and functional outcome evaluations. Under this Broad Agency Announcement (BAA), these facilities will provide, in the same location, resources, capabilities and expertise in SCI research. These will include the ability to work with multiple standard models of injury in rats and/or mice, and the facilities and personnel for expert handling, care and the medical management of animals with SCI. They will have dedicated facilities and expertise for conducting surgery, including microsurgery such as transplants and grafts, and for cellular analyses ranging from neuroanatomy and histology to electrophysiology and other cutting-edge technologies. These facilities will also provide training for individuals from graduate students to faculty, both within and outside of the organization, to promote consistency of procedures and practices across laboratories. A facility/center should also be able to provide training on the assessment of standard outcome measures, and to participate in the development of new and relevant means of evaluating recovery from spinal cord dysfunction. Another role of support shall be to review and replicate novel treatments for SCI, and to compare the efficacy of different treatments in a standardized environment with a minimum of variability in surgery, animal care, outcome evaluation and cellular analyses. Finally, these sites could be the nuclei/nexus for collaborative studies on SCI. In summary, this BAA has 4 central and key objectives:

- To develop and present a course that provides a comprehensive, hands-on training curriculum to investigators interested in SCI research on protocols involved in producing the rodent models of SCI currently in wide use in the field, in the cellular and behavioral analyses of these animal models, and in the methods for proper daily handling and medical maintenance of animals incapacitated by SCI.
- To develop strategies that will promote the recruitment of new investigators to SCI research and to foster collaboration in studies on SCI.



- To assess and replicate promising, published studies that could lead to treatments for SCI, and to compare the efficacy of different treatments in a standardized environment with a minimum of variability in surgery, animal care, outcome evaluation and cellular analyses.
- To develop new and relevant methods for evaluating recovery from spinal cord dysfunction.

The first bulleted objective is a primary goal of this initiative. Offerors may respond to one of all of the objectives outlined above. It would be preferable that all objectives are covered by one offeror. However, the Government reserves the right to make multiple awards to assure that the best technically qualified source is selected to perform each objective.

### **Proposal Submission Requirements**

The following parameters are requirements of the proposal. Offerors must address and justify in their proposal paradigms, methodologies and capabilities in these categories:

- Plans to provide a course that emphasizes hands-on training and practical experience for individuals from graduate students to faculty in standard methodologies in SCI research. These should include a discussion of facilities, personnel, expertise, and curriculum.
- Range and extent of facilities and personnel with the ability to work with multiple standard models of spinal cord injury in rodents. Injury paradigms will utilize rat and/or mouse models of spinal cord trauma such as transection and contusion, and in specific levels of the cord.
- Facilities and personnel for conducting surgery used in spinal cord research, and the necessary veterinary care of the animals involved.
- Facilities, personnel and expertise for expert handling, care and management of animals with SCI and for extended periods of time.
- Facilities, personnel and expertise for cellular analyses ranging from neuroanatomy and histology to electrophysiology and/or other cutting-edge technologies such as gene array and chip technology.
- Facilities, personnel and expertise to assess standard outcome measures of behavior, and to participate in the development of new and relevant means of evaluating differences in recovery from a variety of spinal cord dysfunction.
- Plans to identify, review, prioritize and conduct studies to replicate important published studies in SCI.
- Facilities, personnel and expertise to replicate novel, published treatments for SCI, and to compare the efficacy of different treatment paradigms in a standardized environment with a minimum of variability in surgery, animal care, outcome evaluation and cellular analyses.

In summary, this project will require a commitment to promote training and collaboration, and a plan to review, prioritize and replicate studies on promising approaches – translational research that could lead to the design of clinical trials for SCI.

Because this is a Broad Agency Announcement (BAA), offerors shall provide a specific statement of work that addresses and integrates their performance of the requirements listed above. A detailed design and approach must be presented for implementation, coordination, and operation of these capabilities by the facility, clearly identifying the responsibilities of the offeror and addressing potential overlap between duties of the FORE-SCI and those of other cores funded through other grants or agencies. If the NINDS makes more than one award, successful offerors will be required to collaborate and share information and expertise among sites. Your willingness to do this and acceptance of this provision must be clearly stated in your proposal.

Offerors are apprised that the Government reserves the right to have access to all data generated under this contract. A steering committee will be established. This committee will be comprised of the Principal Investigators from each facility, appointed advisors such as leaders in the field of SCI, and NINDS Program Staff. This committee will be advisory to the NINDS Project Officer and will be responsible for assisting in the decision process relative to the training program and the prioritization of projects proposed for replication at the site(s).

The following are special requirements that will be made a part of any resultant contract. Any organization selected for award shall be required to accept and to adhere to these requirements. These provisions shall be made part of any resultant award.

- a. The contractor shall plan and arrange for an annual meeting of the steering committee to evaluate the training provided to new investigators.
- b. The contractor shall plan for and organize meeting(s) of the steering committee to evaluate and prioritize proposed work to replicate promising studies, or proposed collaborations or innovative pilot studies by new investigators using the resources at the facility.
- c. The contractor shall travel to Bethesda for a post-award conference.

In addition the following requirements regarding **Live Vertebrate Animals** must be addressed:

If your proposal involves the use of live vertebrate animals, information regarding their care, use and treatment **MUST** be included in your proposal. **(Be sure to consult Section of this solicitation for NIH policy and information regarding studies involving the use of live vertebrate animals).**

- a. Provide information on the veterinary care of the animals involved.
- b. Describe the procedures for ensuring that discomfort, distress, pain and injury will be limited to that which is unavoidable in the conduct of scientifically sound research. Describe the use of analgesic, anesthetic, and tranquilizing drugs and/or comfortable restraining devices where appropriate to minimize discomfort, distress, pain and injury.
- c. Describe any euthanasia method to be used and the reasons for its selection. State whether this method is consistent with the recommendations of the Panel on Euthanasia of the American Veterinary Medical Association. If not, present justification for not following the recommendations.

- d. Provide, with your proposal, evidence that your Institutional Animal Use and Care Committee has reviewed the proposed activities involving the care and use of live vertebrate animals. Also, provide evidence that your organization does have on file an approved assurance with the Office of Laboratory Animal Welfare, NIH.

**NOTE:** If your concern does **not** have its own animal facilities and plans to utilize the facilities of a collaborating institution, such arrangements must be detailed in the proposal. Both your organization and the collaborating institution, as well as any other investigator at a different performance site, must have OLAW, OER-approved Animal Welfare Assurances on file before an award can be made.

## **GOVERNMENT NOTICE FOR HANDLING PROPOSALS**

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in HHSAR paragraph 315.608-72.

- (f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:
  - (1) Decisions to release proposals outside the Government for evaluation purposes shall be made by the agency head or designee;
  - (2) Written agreement must be obtained from the evaluator that the information (data) contained in the proposal will be used only for evaluation purposes and will not be further disclosed;
  - (3) Any authorized restrictive legends placed on the proposal by the prospective Contractor or subcontractor or by the Government shall be applied to any reproduction or abstracted information made by the evaluator;
  - (4) Upon completing the evaluation, all copies of the proposal, as well as any abstracts thereof, shall be returned to the Government office which initially furnished them for evaluation; and
  - (5) All determinations to release the proposal outside the Government take into consideration requirements for avoiding organizational conflicts of interest and the competitive relationship, if any, between the prospective Contractor or subcontractor and the prospective outside evaluator.

The submitter of any proposal shall be provided notice adequate to afford an opportunity to take appropriate action before release of any information (data) contained therein pursuant to a request under the Freedom of Information Act (5 U.S.C. 552); and, time permitting, the submitter should be consulted to obtain assistance in determining the eligibility of the information (data) in question as an exemption under the Act. (See also Subpart 24.2, Freedom of Information Act.)

**SUMMARY OF LABOR AND DIRECT COSTS**

<u>COST ELEMENTS</u>	<u>YEAR 01</u>	<u>YEAR 02</u>	<u>YEAR 03</u>	<u>YEAR 04</u>	<u>YEAR 05</u>	<u>TOTAL</u>
<u>DIRECT LABOR</u> (List individuals by name / labor category. Indicate hours or % effort for each.) _____ _____ _____ _____ _____						
<u>TOTAL LABOR COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES</u> (Specify items and cost for each.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COSTS</u> (Specify trips and costs.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>EQUIPMENT</u> (List separately)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>CONSULTANTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>SUBCONTRACTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER DIRECT COST</u> (Specify items & costs for all elements)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Specific Instructions:**

1. Enter dollar totals for each person/labor category under Direct Labor. Hours or other effort estimates must be indicated.
2. DO NOT include salary rates under Direct Labor.
3. Total Labor Costs should include fringe benefit cost estimates in this total.
4. DO NOT include any Indirect Costs or Fixed-Fee.
5. DO NOT show the total proposal amount offered.
6. This form must be included with the TECHNICAL PROPOSAL.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH <b>PROPOSAL SUMMARY AND DATA RECORD</b>	Solicitation/CONTRACT NUMBER		
PROJECT TITLE (Title or Solicitation or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED			
COST-REIMBURSEMENT	FIXED PRICE		
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
COST-PLUS-FIXED-FEE	OTHER		
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT YES NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS	YES	NO	
Institution's General Assurance re: Human Subjects	DATE APPROVED _____		PENDING
Institution's Review Board's Approval of this Proposal	DATE APPROVED _____		PENDING
An example of the informed consent for this study is enclosed	YES	NO	
A Clinical Protocol is enclosed	YES	NO	
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE Solicitation (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY	NUMBER OF EMPLOYEES CURRENTLY EMPLOYED		
	DOLLAR VOLUME OF BUSINESS PER ANNUM		
	THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)		
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR	SIGNATURE OF BUSINESS REPRESENTATIVE		
TYPED NAME AND TITLE	TYPED NAME AND TITLE		
EMPLOYER IDENTIFICATION NUMBER	DATE OF OFFER		

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

**SUMMARY OF ANNUAL COSTS**

<u>COST ELEMENTS</u>	<u>YEAR 01</u>	<u>YEAR 02</u>	<u>YEAR 03</u>	<u>YEAR 04</u>	<u>YEAR 05</u>	<u>TOTAL</u>
<u>DIRECT LABOR</u> (List individuals by name / labor category. Indicate hours or % effort for each.) _____ _____ _____ _____ _____						
<u>TOTAL LABOR COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES</u> (Specify items and cost for each.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COSTS</u> (Specify trips and costs.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>EQUIPMENT</u> (List Separately)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>CONSULTANTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>SUBCONTRACTS</u> (Identify name & amount)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER DIRECT COST</u> (Specify items & costs for all elements)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OVERHEAD ( %)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>G&amp;A EXPENSE ( %)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL EST. COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>AWARD FEE (maximum for Superior performance)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST PLUS AWARD FEE</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Specific Instructions:**

1. Enter dollar totals for each person/labor category under Direct Labor. Hours or other effort estimates must be indicated as well as salary/wage rates for each.
2. For \* specify applicable base.
3. This form must be included with the BUSINESS PROPOSAL.



**SUMMARY OF RELATED ACTIVITIES**

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals\* in this proposal.

Professional's Name and Title/Position: \_\_\_\_\_

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
1.		
2.		
3.		
4.		

\*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals\*.

Professional's Name and Title/Position: \_\_\_\_\_

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
1.		
2.		
3.		
4.		

\*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
1.		
2.		
3.		
4.		



**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (Solicitation) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "Solicitation-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**SMALL BUSINESS SUBCONTRACTING PLAN**

**DATE OF PLAN:** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DUNN & BRADSTREET NUMBER: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE (Description): \_\_\_\_\_

\_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ _____	\$ _____
	Total contract or Base-Year, if options
\$ _____	Option #1 (if applicable)
Option #2 (if applicable)	Option #3 (if applicable)
	Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ \_\_\_\_\_  
TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): \_\_\_\_\_

The following is a suggested model for use when developing subcontracting plans as required by Section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan  
(Rev. October 2001)

**1. Type of Plan** (check one)

\_\_\_\_\_ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

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

\_\_\_\_\_ Commercial products/service plan, including goals, covers the offerer's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

**2. Goals**

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran, (VOSB)Service-Disabled Veteran and "Other than small business" (other) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ \_\_\_\_\_ (b + g = a)

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOB, HUBZone, and VOSB): (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% Federal Subcontract Goal 5%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% Federal Subcontract Goal 5%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

f. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES\* (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% Federal Subcontracting Goal 3%

g. Total estimated dollar and percent of planned subcontracting with AOTHER@ THAN SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

Notes: \*Service-disaled veteran goal should be included as part of veteran small business goal.

10. Federal prime contract goals are:

SB equals 23%; SDB equals 5%; HUBZone equals 2.5%; WOSB equals 5% and VOSB equals 3% and can serve as objectives for subcontracting goal development.

11. SDB, WOSB, HUBZone and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

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

Product/Service	Other	SB	SDB	WOSB	HUBZoneSB	VOSB

i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, and VOSB concerns were determined, how the capabilities of these concerns were considered for subcontract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

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

- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns.

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**3. Program Administrator:**

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

**Duties:** Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, and VOSB concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;

- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and VOSB concerns;
- e. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, and VOSB concerns to include the SBA's PRO-Net System, (<http://www.sba.gov>) the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the NIH E-Portals in Commerce (e-PIC), (<http://epic.od.nih.gov/>), National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- k. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- m. Other duties: \_\_\_\_\_

#### 4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, and VOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:  
 Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources; and 5) Conducting market surveys to identify new sources, to include, accessing the NIH E-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>).

b. Internal efforts to guide and encourage purchasing personnel:



- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts: \_\_\_\_\_

**5. Flow Down Clause**

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

**6. Reporting and Cooperation**

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

Report forms are posted at <http://sbo.od.nih.gov> under "Forms."

- a. Submit SF-294 to cognizant Contracting Officer.
- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF-295 to cognizant Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization  
 Department of Health and Human Services  
 200 Independence Avenue, SW  
 Humphrey H. Building, Room 517-D  
 Washington, D.C. 20201

- d. Submit "information" copy of the SF-295 and the SF-294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

## 7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, and/or VOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for *contract – by – contract basis* for company or division-wide commercial products plans.)
- g. Additional records: \_\_\_\_\_

**SIGNATURE PAGE**

(applies to Master or Commercial type plans)

**This master or commercial type subcontracting plan is submitted by:**

**Contractor:** \_\_\_\_\_

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

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

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

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

**And Is Accepted By:**

**Agency:** \_\_\_\_\_

**Contracting Officer Signature:** \_\_\_\_\_

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

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



## PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045 - ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a cost-reimbursement contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

## **INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING INSTRUCTIONS FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS**

**General:** The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

**Format:** Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letterhead or self-designed form provided that it contains the information shown on the sample invoice/financing request.

**Number of Copies:** As indicated in the Invoice Submission Clause in the contract.

**Frequency:** Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

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

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

**Contractor's Fiscal Year:** Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

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

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

**Invoice/Financing Request Identification:** Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request:** These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice:** The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice:** A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

**Preparation and Itemization of the Invoice/Financing Request:** The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.
- (b) **Invoice/Financing Request Number:** Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared:** Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date:** Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address:** Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract:** Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee:** Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Incurred Cost – Current:** Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost – Cumulative:** Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs:** Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
  - (1) **Direct Labor:** Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
  - (2) **Fringe Benefits:** List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
  - (3) **Accountable Personal Property:** Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

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

- The item number for the specific piece of equipment listed in the Property Schedule.
- The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.

- Be preceded by an asterisk (\*) if the equipment is below the approval level.

- (4) **Materials and Supplies:** Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) **Premium Pay ?** List remuneration in excess of the basic hourly rate.
- (6) **Consultant Fee:** List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel:** Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs:** List subcontractor(s) by name and amount billed.
- (9) **Other:** List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM):** Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs—Overhead:** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned:** Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed:** Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments:** Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

**The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.**

#### **FINANCIAL REPORTING INSTRUCTIONS:**

These instructions are keyed to the Columns on the sample invoice/financing request.

**Column A--Expenditure Category** - Enter the expenditure categories required by the contract.

**Column B--Cumulative Percentage of Effort/Hrs.-Negotiated** - Enter the percentage of effort or number of hours agreed to doing contract negotiations for each employee or labor category listed in Column A.

**Column C--Cumulative Percentage of Effort/Hrs.-Actual** - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

**Column D--Incurred Cost-Current** - Enter the costs, which were incurred during the current period.

**Column E--Incurred Cost-Cumulative** - Enter the cumulative cost to date.



**Column F--Cost at Completion** - Enter data only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

**Column G-- Contract Amount** - Enter the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

**Column H--Variance (Over or Under)** - Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

**Modifications:** Any modification in the amount negotiated for an item since the preceding report should be listed in the appropriate cost category.

**Expenditures Not Negotiated:** An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

**SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT**

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH  National Institute of Neurological Disorders and Stroke  Contracts Management Branch, DEA  6001 Executive Blvd., Suite 3287 MSC 9531  Bethesda, MD 20892-9531</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION  100 Main Street  Anywhere, USA zip code</p> <p>Attn:  Name, Title, &amp; Phone Number of Official to Whom  Payment is Sent</p>	<p>(b) Invoice/Financing Request No.  _____</p> <p>(c) Date Invoice Prepared  _____</p> <p>(d) Contract No.  _____</p> <p>Effective Date  _____</p> <p>(f) Total Estimated Cost  _____</p> <p>(g) Total Fixed Fee  _____</p>
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(h) This invoice/financing request represents reimbursable costs for the period from \_\_\_\_\_ to \_\_\_\_\_

Expenditure Category* A	Cumulative Percentage of Effort/Hrs.		Incurred Cost		Cost at Completion F	Contract Amount G	Variance H
	Negotiated B	Actual C	(i) Current D	(j) Cumulative E			
(k) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits							
(3) Accountable Property (attach HHS-565)							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(l) Cost of Money							
(m) Overhead							
G&A							
(n) Fixed Fee							
(o) Total Amount Claimed							
(p) Adjustments							
(q) Grand Totals							

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

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

\* Attach details as specified in the contract

<p align="center"><b>National Institutes of Health</b></p> <p align="center"><b>FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT, NIH FORM 2706</b></p> <p align="center"><i>Note: Complete this Form in Accordance with Accompanying Instructions.</i></p>	Project Task:	Contract No.:	Date of Report:	0990-0134 0990-0131
	Reporting Period:	Contractor Name and Address:		

Expenditure Category	Percentage of Effort/Hours		Cumulative Incurred Cost at End of Prior Period	Incurred Cost--Current Period	Cumulative Cost to Date (D + E)	Estimated Cost to Complete	Estimated Cost at Completion (F + G)	Negotiated Contract Amount	Variance (Over or Under) (I - H)
	Negotiated	Actual							
A	B	C	D	E	F	G	H	I	J

**INSTRUCTIONS FOR COMPLETING FORM NIH 2706  
"FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT"**

**GENERAL INFORMATION**

**Purpose.** Form NIH 2706 is designed to: (1) provide a management tool for use by NIH in monitoring the application of financial and personnel resources to the NIH contracts; (2) provide contractors with financial and personnel management data which is usable in their management processes; (3) promptly indicate potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and personnel; and (4) obtain contractor's analyses of cause and effect of significant variations between actual and prior estimates of financial and personnel performance.

**REPORTING REQUIREMENTS**

**Scope.** The specific cost and personnel elements to be reported shall be established by mutual agreement prior to award. The Government may require the contractor to provide detailed documentation to support any element(s) on one or more financial reports.

**Number of Copies and Mailing Address.** An original and two (2) copies of the report(s) shall be sent to the contracting officer at the address shown on the face page of the contract, no later than 30 working days after the end of the period reported. However, the contract may provide for one of the copies to be sent directly to the project officer.

**REPORTING STATISTICS**

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form NIH 2706, except where it is determined by the contracting officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

**Definitions and Instructions for Completing Form NIH 2706.** For the purpose of establishing expenditure categories in Column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) **Key Personnel.** Include key personnel regardless of annual salary rates. All such individuals should be listed by names and job titles on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) **Personnel--Other.** List as one amount unless otherwise required by the contract.
- (3) **Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate(s) has been established, identify the base, rate, and amount billed for each category. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.
- (4) **Accountable Personal Property.** Include nonexpendable personal property with an acquisition cost of \$1,000 or more and with an expected useful life of two or more years, and sensitive items regardless of cost. Form HHS 565, "Report of Accountable Property," must accompany the contractor's public voucher (SF 1034/SF 1035) or this report if not previously submitted. See "Contractor's Guide for Control of Government Property."
- (5) **Supplies.** Include the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of nonexpendable equipment as defined in (4) above.
- (6) **Inpatient Care.** Include costs associated with a subject while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.
- (7) **Outpatient Care.** Include costs associated with a subject while not occupying a bed. It normally includes ancillary costs only.
- (8) **Travel.** Include all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.
- (9) **Consultant Fee.** Include fees paid to consultant(s). Identify each consultant with effort expended, billing rate, and amount billed.
- (10) **Premium Pay.** Include the amount of salaries and wages over and above the basic rate of pay.
- (11) **Subcontracts.** List each subcontract by name and amount billed.

- (12) **Other Costs.** Include any expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.
- (13) **Overhead/Indirect Costs.** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (14) **General and Administrative Expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.
- (15) **Fee.** Cite the fee earned, if any.
- (16) **Total Costs to the Government.**

#### PREPARATION INSTRUCTIONS

These instructions are keyed to the Columns on Form NIH 2706.

**Column A--Expenditure Category.** Enter the expenditure categories required by the contract.

**Column B--Percentage of Effort/Hours Negotiated.** Enter the percentage of effort or number of hours agreed to during contract negotiations for each labor category listed in Column A.

**Column C--Percentage of Effort/Hours-Actual.** Enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

**Column D--Cumulative Incurred Cost at End of Prior Period.** Enter the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

**Column E--Incurred Cost-Current Period.** Enter the costs which were incurred during the current period.

**Column F--Cumulative Incurred Cost to Date.** Enter the combined total of Columns D and E.

**Column G--Estimated Cost to Complete.** Make entries only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

**Column H--Estimated Costs at Completion.** Complete only if an entry is made in Column G.

**Column I--Negotiated Contract Amount.** Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

**Column J--Variance (Over or Under).** Complete only if an entry is made in Column H. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H) and negotiated costs (Column I). When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column J by Column I, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

**Modifications.** List any modification in the amount negotiated for an item since the preceding report in the appropriate cost category.

**Expenditures Not Negotiated.** List any expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) in the appropriate cost category and complete all columns except for I. Column J will of course show a 100 percent variance and will be explained along with those identified under J above.