

REQUEST FOR PROPOSALS NO. NIH-NINDS-06-01

NINDS LOGISTICAL AND CONFERENCE SUPPORT SERVICES

DATE ISSUED: July 26, 2005

DATE DUE: August 25, 2005

LADIES AND GENTLEMEN:

The National Institute of Neurological Disorders and Stroke (NINDS), NIH, invites you to submit a proposal in accordance with the requirements of the attached Request for Proposals (RFP) No. NIH-NINDS-06-01.

THIS ACQUISITION IS ISSUED ON A 100% COMPETITIVE 8(a) SET-ASIDE BASIS. ONLY CERTIFIED AND ELIGIBLE 8(A) FIRMS WILL BE CONSIDERED. WE ANTICIPATE THAT ANY RESULTANT AWARD WILL BE A PERFORMANCE-BASED, COST PLUS AWARD FEE (CPAF) TYPE CONTRACT.

The North American Industry Classification System (NAICS) code that best describes this requirement is **541611**. The small business size standard is \$6,000,000.

In accordance with the Federal Acquisition Regulation (FAR) Clause 52.232-18, "Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer."

It is your responsibility to monitor the appropriate FedBizOpps web page where this RFP is listed: <http://www.FedBizOpps.gov/>, **OR** the NINDS public web site at http://www.ninds.nih.gov/funding/funding_announcements/RFP_all.htm, for any amendments that might be issued under this solicitation. A separate notice of any RFP amendments, to individual sources, will not be made.

An original and ten (10) copies of the technical proposal and an original and four (4) copies of the business proposal must be received by the Contracting Officer, no later than 4:30 P.M. (Eastern Standard Time) on August 25, 2005 at the following 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
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, MSC 9531
6001 Executive Boulevard, Suite 3287
Bethesda, Maryland 20892-9531

Your attention is directed to the solicitation provision entitled "INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION," FAR 52.215-1 (c) (3), set forth in Section L. 1., paragraph (b) of this RFP. Please review this provision so that you will be fully aware of the time requirements for submitting your proposal. It is your responsibility to ensure that your proposal is delivered by the due date and time, and at the specific location (Room 3287) as required by this solicitation.

If you deliver your proposal in person, you will be required to provide photo identification and provide a name and telephone number of the individual being visited, (in this case, please refer to Ms. Patricia S. Denney at (301) 496-1813), at our building's guard station. You will then need to personally bring the boxes to Room 3287. Proposals must NOT be left with the guard.

Your proposal must be prepared in accordance with **Section L** entitled “Instructions, Conditions, and Notices to Offerors,” **Section C** entitled “Description/Specification/Work Statement,” and will be evaluated pursuant to **Section M** entitled “Evaluation Factors for Award.” Please be aware that in addition to hard copies, **Section L.1.a.** also requires you to submit a yearly and cumulative summary of proposed costs on a CD in Microsoft Excel[®] format.

In addition to the above, Section L.1.a. states that your technical proposal shall not exceed 50 pages in length, excluding attachments and curriculum vitas.

This RFP does not commit the Government to pay any costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed acquisition.

Your proposal must provide a contact name and telephone number, your company name and complete mailing address. In addition, the Tax Identification Number (TIN) and Dun & Bradstreet Number must be provided. Please note that FAR Provision at 52.204-6, Data Universal Numbering System (DUNS) Number requires you to submit a DUNS number for your company along with your offer. If you do not have a DUNS number, you are requested to contact Dun and Bradstreet Information Services at 1-800-333-0505 to obtain one. **Please include this information on the first page of your business proposal.** If the address is different from the address to which payment should be mailed you must also include the complete payment address.

Requests for any information concerning this RFP should be referred to Ms. Patricia S. Denney, Contracting Officer, who may be reached at pd22n@nih.gov or (301) 496-1813. Communications or discussions with any other individual outside of the Contracts Management Branch may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

Sincerely,

Kirkland L. Davis

Kirkland L. Davis
Chief, Contracting Officer, NINDS

NOTICE TO OFFERORS

This solicitation is being processed under a Partnership Agreement (PA) between the Department of Health and Human Services (HHS) and the Small Business Administration (SBA), under which the SBA has delegated to HHS, authority to enter into 8(a) contracts directly with eligible 8(a) firms. The PA implements innovative and effective methodology designed to streamline the acquisition process for awards under the 8(a) program. The National Institutes of Health is a designated pilot agency under the PA.

Any solicitation and subsequent awards processed under the referenced PA, National Institutes of Health will make the award directly to the 8(a) firm. SBA will not be a signatory to the award resulting from this solicitation. SBA will, however, retain responsibility for 8(a) certification, administer other eligibility related issues under the 8(a) program, and be available to 8(a) firms for counseling and assistance.

If you have any questions pertaining to this PA, please contact the Contracting Officer listed in SECTION A – SOLICITATION/CONTRACT FORM of this RFP.

**HHS/SBA PA 1 (OCT 1998)
Servicing Small Business Administration Field Office**

To facilitate communications, it is requested that the 8(a) participant submitting this offer/bid provide the following information regarding the firm’s cognizant servicing Small Business Administration (SBA) office.

Servicing SBA Office _____

Address _____

Cognizant SBA Business Opportunity Specialist’s Name _____

Phone _____

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

Page 1 of 84 pages

1. Request For Proposal (RFP) Number: NIH-NINDS-06-01	2. Issue Date: July 26, 2005	3. Just in Time: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV, Section L.	4. Set Aside: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV, Section L.
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5. TITLE: NINDS LOGISTICAL AND CONFERENCE SUPPORT SERVICES

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.
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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), **August 25, 2005**. 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 FAR Clause 52.215-1, entitled "INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION," located in SECTION L.1., paragraph (b) 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), DUNS number, and a facsimile number.

10. FOR INFORMATION CALL: Patricia S. Denney, Contracting Officer
PHONE: 301-496-1813
E-MAIL: pd22n@nih.gov
COLLECT CALLS WILL NOT BE ACCEPTED.

11. Table of Contents on following page.

NOTE: Offerors are responsible for routinely checking either one of the following web sites for any amendments to the solicitation: The FedBizOpps web site is: <http://www.FedBizOpps.gov/>, **OR** you may refer to the NINDS Contracts Management Branch web site at: http://www.ninds.nih.gov/funding/funding_announcements/RFP_all.htm. Individual notifications will not be provided.

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PART I - THE SCHEDULE

THE CONTRACT SCHEDULE 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

This acquisition is to obtain technical and resource management services in support of the conferences, workshops, and meetings sponsored by the NINDS. The support service requirements include providing assistance in contacting participants, recommending meeting site selection and making reservations, making travel arrangements for meeting participants, arranging for meeting room set-up, preparing letters of invitation and other related correspondence, maintaining a master database of meeting participants, developing and maintaining Internet based on-line registration services, preparing post meeting services, providing graphic and design services, writing, editing and analyzing reports, as requested, and providing for pick-up and delivery services.

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; and 7) Accountable Government Property.

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

The National Institute of Neurological Disorders and Stroke (NINDS) conducts, fosters, coordinates and guides research on the causes, prevention, diagnosis and treatment of neurological disorders and stroke, and supports basic research in related scientific areas. In support of this mission, the Institute sponsors workshops, meetings and conferences which encourage collaborations among, members of the research community, voluntary and advocacy groups and other stakeholders on the advancement of neurological research. The dramatic progress in advances against brain disease in recent years has led to a significant increase in the number of initiatives supported by NINDS. This logistical and administrative support contract is to support the fulfillment of requirements for planning and implementation of workshops, meetings, conferences, conference calls, Observation Safety Monitoring Boards (OSMBs), and Data Safety Monitoring Boards (DSMBs) for NINDS sponsored events – from hereon referred to as “Event(s)” unless otherwise referred to individually.

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, to provide a variety of management and resource support to the NINDS for planning, scheduling, arranging, and conducting “Event(s)” sponsored by the NINDS. The support service requirements shall include, but are not limited to, providing assistance in contacting participants (both pre and post-meeting communications with all invited attendees some of who may not be supported to travel under the contract to the event), researching and recommending meeting site selection and making reservations, making travel arrangements for meeting participants, arranging for meeting room set-up, preparing letters of invitation and other related correspondence, maintaining a master database of meeting participants, developing and maintaining Internet based on-line registration services, payment of participant travel, per diem and honorarium fees, providing post-meeting services, providing graphic and design services, writing, editing and analyzing reports, as requested, and providing for pick-up and delivery services. At a minimum, one “Event” planner is expected to attend each “Event.” The assumed location for “Events” is Bethesda, Maryland.

This requirement represents the fourth technical and resource support contract for the Institute and is designed to serve all areas of the Institute using a work assignment mechanism. Use of the work assignment (WA) mechanism shall be employed due to the variety of events and the number of events that are expected to take place. The Contractor shall provide and perform a range of services as alluded to above and more fully described below, in support of the following target number of “Events” during the five year period of this contract as follows:

1. Conferences – Approximately 10 over the 5 year period of the contract, estimated at 2 per year, each lasting 1-2 days in duration, and involving approximately 525-625 attendees each. Please note that the contract would be estimated to fully support and reimburse approximately 5% of those “supported attendees.” See glossary for definition.
2. Workshops/Meetings – Approximately 250 over the 5 year period of the contract, estimated at 50 per year, each lasting 1-2 days, involving approximately 45-55 attendees each. Please note that the contract would be estimated to fully support and reimburse approximately 50% of those “supported attendees.” See glossary for definition.
3. DSMBs Meetings – Approximately 200 over the 5 year period of the contract, estimated at 40 per year, each lasting 1 day, involving approximately 5-10 attendees each. Please note that the contract would be estimated to fully support and reimburse approximately 50% of those “supported attendees.” See glossary for definition.
4. OSMBs Meetings – Approximately 10 over the 5 year period of the contract, estimated at 2 per year, each lasting 1 day, involving approximately 5-10 attendees each. Please note that the contract would be estimated to fully support and reimburse approximately 50% of those “supported attendees.” See glossary for definition.
5. Conference Calls – Approximately 250 over the 5 year period of the contract, estimated at 50 per year, involving 5-10 attendees each. Please note that the contract would be estimated to fully support and reimburse approximately 50% of those “supported attendees.” See glossary for definition.
6. Slides, power point presentations, and/or CDs - Approximately 200 slides, 5 power point presentations, and/or 5 CDs may be produced each year, some with short turnaround times (e.g., within 4 hours). The normal delivery schedule is 4 days for color slides using data-driven graphics, original art, or CDs, 2 days for text color slides and 1 day for black and white slides from camera ready copy.
7. Graphics - The Contractor may be required to design and prepare camera-ready art boards for brochures (2 each year) and fact sheets (4 each year), flyers (up to 6 each year), full size posters (10 each year), and conference agendas (4 each year). Some of these projects may require medical illustrations as well. The Contractor may also be responsible for designing and producing materials for conferences (including sign-up sheets, directional signs, tent cards to identify speakers), and other miscellaneous items such as bookmarks, folders, and certificates. Some projects will require short turn-around times, possibly requiring rush services and special deliveries.

A. Performance responsibilities for “Event(s)”:

NINDS operations necessitate holding “Event(s)” each year. The Contractor shall be responsible for providing a full range of meeting services, to include, but not limited to, planning, technical, and logistical support activities as more fully described below:

1. Pre-Meeting Services:

“Event(s)” planner shall contact W.A. Originator (WAO) within five (5) working days of receipt of Part I. To enhance the continuity of recurring “Event(s)”, efforts should be made to have the same “Event(s)” planner assigned to any recurring “Event”.

2. Assistance in Contacting Participants:

For “Event(s)” the W.A. Originator shall provide the Contractor with a list of potential participants, including their institution or business, e-mail address, and phone number. As directed by the W.A. Originator, the Contractor shall contact potential attendees and determine their availability for participation. The Contractor shall provide the W.A. Originator with a list of actual attendees: names, titles, organizations, addresses, e-mail addresses, telephone, and facsimile numbers.

3. Site Selection and Reservation:

- (a) The NINDS shall arrange for and reserve space at the NIH, if available and suitable, to meet the requirements for each “Event”.
- (b) If NIH space is not available, or is not suitable for the “Event(s)”, the Contractor shall prepare and deliver to the W.A. Originator and the Project Officer at least 3 site/facility combinations in the Washington metropolitan area, preferably within a 10 mile radius of NIH or as directed by the W.A. Originator. In selecting sites other than NIH, the Contractor will attempt to select facilities that will provide meeting rooms free-of-charge and that will set aside a block of rooms

for attendees at preferred rates. Other considerations in recommending a site shall include:

- Accessibility and convenience to public transportation and parking; Adequate number of meeting, breakout, and sleeping rooms available on desired dates;
- Meeting rooms adequate in terms of size, lighting, ventilation, and location;
- Availability of audiovisual, web-based, or teleconferencing equipment;
- Meeting rooms and some sleeping rooms that meet Federal requirements for accessibility to handicapped participants;
- Restaurant available to handle the expected number of participants.
- Proximity to airport; and
- Hotel with full business service access.

- (c) In the event that the meeting is to be held other than at NIH or outside of the Washington metropolitan area, the Contractor shall submit, to the W.A. Originator and the Project Officer, a minimum of 3 site selection recommendations for the meeting location as specified by the W. A. Originator in accordance with the considerations listed in A.3.(b).
- (d) Following selection and approval of the meeting site by the Work Assignment Originator and the NINDS Project Officer, the Contractor shall negotiate a contract with the selected facility.
- (e) The Contractor shall ensure adequate parking and make parking arrangements and security access for all “Event(s)” at NIH or at other selected sites.

4. “Event(s)” Participant Travel:

- (a) The Contractor shall, when requested by the W.A. Originator, make travel arrangements for participants, including airline reservations and train reservations at the lowest rates available. The Contractor shall use all available resources, including internet travel services to minimize travel costs.
- (b) The Contractor shall develop reimbursement procedures for use by “Event(s)” participants (excluding Government employees), identified by the W.A. Originator as eligible, for honorarium, travel and per diem expenses and provide these participants with instructions for following reimbursement procedures. The Contractor shall provide to eligible “Event(s)” participants reimbursement for travel and per diem expenses allowed by the Government travel regulations, including economy airfare, train fare, or the Governments mileage rate for travel by automobile within two weeks of the conclusion of the meeting or within two weeks of the point when all reimbursement procedures have been met by the participant.

5. “Event(s)” Room Arrangements:

- (a) The Contractor, as requested by the W.A. Originator, shall (i) arrange for the set-up of meeting room(s), including breakout rooms if required, (ii) account for details including the number and arrangement of chairs and tables, meeting breaks, etc., and (iii) meet with appropriate hotel staff prior to the meeting to review the requirements for meeting room arrangements and to ensure that these requirements are met.
- (b) The Contractor shall provide on-site support for “Event(s)”, as requested by W.A. Originator. This service is to include set-up of tables, name cards, arrangements of visual aids; provision of pencils, pens, and writing pads; ensure availability of grease pens, markers, chalk, flipcharts, blackboards, pointers, etc.; scheduled coffee breaks; operation of audiovisual and/or video equipment; and word processing and fax services if needed.
- (c) The Contractor shall provide, as requested by the W.A. Originator, audiovisual, teleconferencing and/or video equipment (such as LCD projectors, Internet connection, etc.) either through the conference facility or local vendors and have backup equipment available should primary equipment malfunction.

6. Letters of Invitation and Other Communication with Attendees

- (a) According to a timetable established by the W.A. Originator and Contractor for a specific “Event”, the Contractor shall prepare, reproduce, and distribute necessary advance materials to the attendees by mail or e-mail prior to the event. These may include:
 - a letter of invitation;
 - agenda;
 - itineraries;
 - travel guide information, including directions and maps from local airports and points of interest, public

- transportation information, parking, taxi fares, and limousine service;
- hotel reservation information, including addresses, telephone numbers and e-mail addresses, rates for suggested hotels, information on availability of preferred rates and procedures to obtain preferred rates; and
- briefing materials, pamphlets, and other background materials provided by the NINDS.

- (b) The Contractor shall draft the letter of invitation, if requested by W.A. Originator, and agenda and provide all other related materials. Drafts of necessary advance materials shall require approval by the W.A. Originator prior to mailing. The Contractor shall confirm receipt by attendees of advance materials prior to meeting.
- (c) The Contractor shall, as requested by the W.A. Originator, design, develop, and maintain web pages in support of “Event(s)”. These may include general descriptions or announcements, registration materials and procedures, agenda, travel guide information, hotel reservation information, briefing materials, pamphlets and other background materials provided by the NINDS as detailed in (6)(a) above. All draft materials shall be submitted to the W.A. Originator for approval, prior to publication.
- (d) For conferences, workshops, and meetings requiring presentations by participants, the Contractor shall, as requested, prepare and distribute to presenters (selected by the NINDS) a schedule and instructions for preparing and submitting presentations, manuscripts, and reports. The Contractor shall coordinate and confirm receipt of these materials, review and edit meeting presentations, manuscripts and reports and submit to the W.A. Originator for review according to the timetable established for the specific meeting.

7. Mailing Lists:

- (a) The Contractor shall maintain a current, up-to-date master database (one main database – accessible to all “Event(s)” planners) of all contacts made for NINDS. Information for each contact in the database shall include at a minimum: name, title, organization, address, telephone numbers, and e-mail addresses. In addition, the Contractor shall have the capability to sub-index various combinations of this list. All information stored in databases will be made available to Government upon request.
- (b) The Contractor shall maintain other electronic mailing lists as requested by the W.A. Originator. Material to be mailed will be provided by the W.A. Originator.

8. Registration and Materials:

- (a) The Contractor shall, as requested by the W.A. Originator, and approved by the Contracting Officer or Project Officer, develop and maintain Internet based on-line registration services. Should on-line registration capability be requested by the W.A. Originator as part of a meeting web site, the Contractor shall develop and maintain security features which will protect the privacy of meeting participants.
- (b) The Contractor shall provide registration materials and services to include name tags, programs, schedules, and background materials. Registration materials shall be organized in folders or binders.
- (c) The Contractor shall provide registration desk and message center services and staff.

9. General Meeting Services:

- (a) Provide, as requested by the W.A. Originator and approved by the Contracting Officer or Project Officer, a high-quality tape recording system and a meeting reporter to ensure the preparation of high-quality transcriptions.
- (b) Provide, as requested by the W.A. Originator and approved by the Contracting Officer or Project Officer, secretarial support at meetings to type, proofread, and copy materials from one session for discussion at following sessions.
- (c) Provide, as requested by the W.A. Originator and approved by the Contracting Officer or Project Officer, draft minutes, summaries or proceedings of all meetings and be responsible for editing following review by the W.A. Originator.
- (d) Provide, as requested by the W.A. Originator, special communication aids for handicapped persons (e.g., sign language and assistance for the visually impaired).

10. Post-meeting Services:

- (a) The Contractor shall prepare and submit, to the W.A. Originator, within five working days following the conclusion of each “Event” audio tapes of the proceedings, as required by the W.A. Originator.
- (b) The Contractor shall prepare and distribute to participants all post-conference materials, as required by the W.A. Originator. This can include minutes, summaries or proceedings of the meeting as might be directed. These summaries, which may be highly scientific and narrowly focused or address broad areas of NINDS research, are an essential service in the conduct and support of NINDS research and for the accomplishment of the Institute’s mission.
- (c) The Contractor shall obtain addresses and prepare mailing labels for other groups/individuals identified by the W.A. Originator and distribute post-conference materials as required.

11. Graphic and Design Support Services:

- (a) As requested by the W.A. Originator, graphic and design services may be required in support of NINDS activities, including the design of brochures, flyers, exhibits, and special promotional or other need items. A capability is to exist for providing original artwork, typography, and printing sufficient to produce brochures, folders, posters, medical illustrations, flyers, tent cards, and name tags for Institute events requiring short turn-around.
- (b) As requested by the W.A. Originator, the Contractor may be responsible for producing a wide variety of slides, power point presentations, and/or CDs, as needed for “Event(s)”. Slide, power point presentations, and/or CDs preparation and updating (as required) may need short turn-around times (e.g., within four (4) hours). Delivery shall normally be according to the following schedule:
 - (1) Color slides, power point presentations, and/or CDs employing data-driven graphics or original art - four (4) working days;
 - (2) Text color slides - two (2) working days;
 - (3) Black-and-white slides from camera ready copy - one (1) working day.
- (c) Pick-up and delivery service is outlined A.13.

12. Medical-science Writer Service:

The Contractor shall, after approval by the Contracting Officer or Project Office and as requested by the W.A. Originator, utilize medical-science writers to write, edit, analyze (if needed) and otherwise prepare research and program reports on topics specified by the W.A. Originator and designated NINDS staff. These reports may include “Event(s)” summaries and reports.

- (a) Support in the area of writing, editorial, and document preparation shall vary depending on the report and as required by the W.A. Originator. Specific tasks include (a) report writing and editing.
- (b) The Contractor shall also provide technical expertise and liaison assistance to the W.A. Originator with the NIH Printing facility and/or the Government Printing Office. This work will involve frequent liaison with the W.A. Originator and designated NINDS staff and will require turnaround within the timeframe specified by the W.A. Originator.

13. Pick-up and Delivery Support:

The Contractor shall provide pick-up and delivery service, as needed, between its offices and the appropriate NINDS offices or to other offices or meeting sites in the Washington metropolitan area. The Contractor shall be responsible for delivering “Event(s)” material, pick-up and delivery of publications, letters for review, and other project materials. On an as needed basis, the Contractor shall also deliver or pick-up material at other NINDS offices or make special runs. Transportation and equipment (e.g., hand truck) shall be supplied by the Contractor.

14. DSMB/OSMB Training Requirements:

Note: When required, the Project Director and Contract staff managing the logistics of “Event(s)” will participate in project-specific training sessions provided by the NINDS staff. In particular, the need for such training sessions is anticipated for managing DSMB and OSMB “Event(s)”. The Project Director will be responsible for passing on the knowledge on

confidentiality and other requirements acquired in training sessions to any current and future staff, and for supervising staff to ensure that the instructions provided in the training sessions are being implemented for DSMB and OSMB “Event(s)”.

B. Project Team

The Contractor shall assign leadership of the team and the project to a Dedicated Project Director who, for the period of performance of this contract, shall serve as the principal point of contact with the Government. The Project Director shall be responsible for: (1) receiving W.A.(s) from the Government representative; (2) supervising project staff, vendors, and subcontractors; (3) receiving related training from NINDS staff when required; (4) assuring necessary Contractor staff is trained in requirements set forth by the Government; (5) preparing and reviewing Part II (Contractor response) and reports; (6) monitoring contract progress; (7) providing deliverables; and (8) maintaining budget control.

The contractor shall appoint a Dedicated Co-Project Director who will assist the Dedicated Project Director and will be the principal point of contract with the Government when the Dedicated Project Director is not available -- for the period of performance of this contract.

In addition to the above mentioned Project Directors, the Contractor shall establish a multidisciplinary staff, to include Information Technology Specialists, available consultants, and subcontractors (if needed) with demonstrated skills in the various work areas covered in this Section C.

C. Description of Work Assignment Process

The day-to-day operational and administrative details of the Work Assignment (W.A.) system are outlined below. In providing support under this contract, the Contractor shall commence work only when so directed by the Project Officer or the Contracting Officer as follows:

1. Part I (Acquisition Form), shall be completed by the NINDS W.A. Originator and submitted to the Project Officer and the Dedicated Project Director. Part I will contain the period of performance, W.A. Title, W.A. description, W.A. Originator and their contact information, deliverables, Part I submission date, and Part II (W.A. response) due date.
2. Part II, the Contractor’s response to the W.A. request, will contain the Contractor’s estimated cost, effort, and a detailed description of both the approach to be used in carrying out the W.A. and the deliverables. Both the W.A. Originator and the Contracting Officer and/or the Project Officer will approve via electronic mail or via signature on Part II authorizing the Contractor to commence work. Due within ten (10) working days from initial receipt of this document.
3. Final Work Assignment Report, within ten (10) working days of the “Event(s)” conclusion, the Contractor shall deliver one copy of the Final Work Assignment Report. See deliverables for full requirements.
4. Part III, the Contractor’s report of W.A. performance, will include the actual cost and effort expended as well as a report of deliverables, and shall be submitted, as soon as possible and not to exceed six (6) months of the “Event(s)” conclusion, for review and approval of the W.A. Originator, Project Officer, and the Contracting Officer. For those W.A. which expire within six (6) months prior to the contract expiration date, Part III of the W.A. shall be submitted on the final contract day.
5. Exceptions to Requirement for Prior Part I Submissions

Part I submission which initiates work on an “Event(s)” W.A. may be substituted by a “verbal” request only if the request is found to be suitable for the quick response mechanism. The quick response mechanism will be implemented for emergency “Event(s)” that are small in scope and routine and low in cost. The Contractor may begin work with a verbal request under the following conditions:

- The event must take place in a short amount of time from the time of the request.
- Upon receiving the request, the Contractor contacts the Project Officer or the Contracting Officer within 24 hours of the original request and is given written approval.
- The W.A.O. follows the verbal request with Part I of the Acquisition Form within 48 hours of the verbal request.

The Contractor shall begin work on the event within 48 hours of receiving approval from the Project Officer or Contracting Officer.

The Contractor must submit all subsequent reports (Part II, Final Work Assignment Report, and Part III) as described in C.2.,3., and 4.

6. Modification to W.A.

- i. Each amendment to an existing W.A. shall contain the original W.A. number and shall designate a modification number. Modification numbers for each W.A. shall be serially numbered beginning with 01 (for example, W.A. 01, Modification No. 01).
- ii. Each W.A. modification shall set forth in special detail which portion(s) of the W.A. is to be modified. All Cost/Labor modifications shall be in the following format:

	Authorized to Date	This Modification	Revised Estimate
Labor Hours			
Cost Elements			
(List Each Element)			

ARTICLE C.2. TECHNICAL REPORTING REQUIREMENTS/DELIVERABLES

In addition to the required reports set forth elsewhere in the Schedule, the preparation and submission of regularly monthly reports will be required in any contract resulting from this solicitation. These reports will require status on W.A. In addition, the contractor shall be required to submit deliverables (b) and (c) listed below and reports as needed by Project Officer and/or Contracting Officer. The Contractor shall prepare and deliver the following reports in the manner stated below and in accordance with ARTICLE F.2., DELIVERIES.

A. Monthly Progress Reports:

By the 15th day of the month, the contractor shall submit the following reports. The reporting period consists of the first full month performance plus any fractional part of the initial month. Included shall be:

1. Part I – Acquisition Status Report:

The contractor shall submit a report in accordance with the information noted below for each W.A. issued under the contract. At a minimum this report shall include:

- (a) W.A. Number;
- (b) W.A. Title;
- (c) W.A. Originator;
- (d) “Event(s)” Date;
- (e) Lodging Location;
- (f) “Event(s)” Location;
- (g) Number of Attended Participants;
- (h) Number of Supported Participants;
- (i) Government Approved Estimated Cost;
- (j) Contractor’s Costs;
- (k) Date Part I was Received;
- (l) Date Part II was Submitted to NINDS; and
- (m) Notes.

2. Participation Reimbursement Status Report:

The contractor shall submit a report in accordance with the information noted below for each W.A. issued under the contract. At a minimum this report shall include:

- (a) W.A. Number;
- (b) W.A. Title;
- (c) “Event(s)” Date;

- (d) Supported Participants;
- (e) Vendor(s) (Name(s));
- (f) Date Voucher Received (Completed Voucher; Incomplete Voucher);
- (g) Dates of Follow-up (E-mail, Fax, Phone, Other);
- (h) Date of Reimbursement (check mailed); and
- (i) Notes.

B. Final Work Assignment Report:

A Final Work Assignment Report shall be submitted for each W.A. performed under the contract. This report shall include an outline of the tasks performed; the W.A. number; W.A. title; event(s) date; event(s) planner; event(s) location; number of event(s) participants; and number of "supported" participants. A Final Work Assignment Report shall be submitted in accordance with Section F, Deliveries or Performance.

The contractor shall provide the Contracting Officer and the W.A. Originator with one copy of the Final Work Assignment Report 10 work days following the conclusion of each event.

C. Final Deliverable:

On the last day of the contract, the contractor shall deliver to the Project Officer and Contracting Officer an electronic version of the complete Master Database file, any disk, and/or tapes which shall include the W.A. Title, W.A. Originator, W.A. Date(s), and Participants (Name, address, affiliation, e-mail address, and phone number.)

Distribution of Reports:

The contractor shall send an electronic copy, in either MS Word or Adobe PDF format, of each report to the Project Officer and Contracting Officer.

ARTICLE C.3. SPECIAL REQUIREMENTS/CONSIDERATIONS

Because of the complex, technical, and number of work assignment areas included in this requirement, it is imperative that the Project Officer and Work Assignment Originator be substantially involved in all aspects of the contract. Careful project management on the part of the contractor shall be required to assure appropriate and timely responses.

To assure rapid response to changing program needs and to assure adequate day-to-day management of complex activities that must be conducted in close concert with activities of NINDS staff on short notice, the Contractor needs to have the ability to get to Bethesda/Rockville area and meet with Institute staff within as little as a 2 hour notice. Such meetings on any given day may involve one or more members of the contractor's team. The successful offeror must be fully able to meet this requirement.

The offeror must have a familiarity and experience with meeting a broad array of support needs in a biomedical research organization. This does not mean that experienced biomedical researchers are needed on the staff. Rather, the efficiency and effectiveness of the required sources shall be determined, in large part, by the offeror's experience and familiarity with the work assignment requirements, an understanding of the role and needs of a biomedical research organization, the structure of the National Institutes of Health (NIH), and the methods by which research program activities are administered by the components of NIH. The offer must indicate what work assignment efforts will be done by its own staff and the work assignment areas which will be subcontracted (if applicable). It is mandatory that the offeror has past or current organizational experience and staff with requisite expertise capable of performing the specific work assignment requirements. The following types of personnel required for this effort are:

Dedicated Project Director – this individual shall be a senior staff member of the company, or someone to be hired. He/she shall have extensive experience as a senior conference planner. The individual will have prior experience and demonstrated ability in effective program management and cost and quality control. The person shall be responsible for coordinating all work assignments for the Contractor.

Dedicated Co-Project Director - this individual shall be a high level staff member of the company, or someone to be hired. He/she shall have good experience as a senior conference planner. The individual will have prior experience and demonstrated ability in effective program management and cost and quality control. The person shall be responsible for assisting with coordinating all work assignments for the Contractor.

Professional Staff is to include event planners and other professional staff (i.e., editor, graphic designer, web technicians, writer, etc.) who shall be evaluated on the basis of curricula vitae, prior experience related to the different work assignment areas, availability, references, and samples of work.

Support Staff is needed for office and conference support services. This would include typing, transcription, manuscript preparation, data entry, photocopying, etc.

This list is not all inclusive, but must be determined by the contractor in response to specific contract work assignment area requirements.

Because the NINDS serves as a lead agency for certain national research efforts and its documents and communications are distributed widely with target audiences including the Congress of the United States, the Department of Health and Human Services, other Executive Branch Departments, the medical care and scientific research communities, and the public, it is imperative that all materials and services delivered to the Institute be provided in a timely and accurate manner and that all materials leaving the Institute be error free and received by the proper audiences. Therefore, the contractor must provide a detailed plan for the effective system of quality control, citing examples of its experience with the type of errors that may be encountered in work of the kind to be performed under this contract and the mechanisms that it has in place to guard against future occurrences of such errors.

The contractor shall have experience in arranging meetings in locations other than the local Washington D.C. Metropolitan area. The contractor shall provide, either through internal resources or with the assistance of a reputable travel agency with whom the contractor has an established relationship, all necessary preparations for travel reservations, hotel accommodations, arrangements for meeting rooms, refreshments, recording arrangements, and audio-visual aids.

The contractor shall demonstrate knowledge and understanding of the regulations regarding payment of honoraria for consultants and the provisions of P.L. 99-234 regarding reimbursement of travel, per diem, and other subsistence costs for non-federal travelers. The contractor shall be responsible for compensating all "supported" nonfederal meeting participants for daily honorarium and travel expenses as authorized.

The contractor shall deliver all electronic documents in a format that is compatible with software used at NINDS. At the present time, all text documents should be prepared using Microsoft WORD, all spreadsheets using Microsoft EXCEL, all databases using Microsoft Access and all web pages in HyperText Markup (HTML). Should NINDS change desktop standards, during the term of the contract, the contractor shall prepare and deliver documents in accordance with these new standards.

ARTICLE C.4. 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 1040-A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301/435-1986). In addition, one copy of an 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 prior to closeout of the contract listing all subject inventions or stating that there were none to the following address:

Contracting Officer
National Institutes of Health
National Institute of 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 Extramural Inventions and Technology Resources Branch, OPERA, NIH.

GLOSSARY

Dedicated Project Director	The Project Director for this contract shall be assigned by the Contractor to work exclusively for NINDS.
DSMB	Data Safety Monitoring Board. A group of individuals appointed by the sponsoring Institute who oversee and monitor NIH supported or conducted clinical trials to ensure the safety of participants and the validity and integrity of the data developed during the trial. The Board's meetings may involve the discussion of highly confidential information.
"Event(s)"	Conferences, meetings, workshops, and teleconference calls.
OSMB	Observational Safety Monitoring Board. A group of individuals who oversee and monitor NIH supported or conducted large clinical research projects which develop and carry out two or more protocols to ensure the scientific validity of the proposed protocols, the safety of participants and the validity and integrity of the data developed during the study. Often, confidential data are discussed.
Supported Attendees	"Event(s)" attendees/participants who are reimbursed for their travel, hotel, and M&IE cost and who are given honoraria.
W.A.	Work Assignment. A request for services from the Government, documented by submission of the Part I form.
W.A. Number	Work Assignment Number. The number of the "Event(s)" which the work assignment shall be designated too.
W.A. Originator	Work Assignment Originator. Any NINDS personnel who initiates a requests for services through the Government Contracting Officer.

SECTION D - PACKAGING, MARKING AND SHIPPING

ARTICLE D.1. PACKAGING, MARKING, AND SHIPPING

- a. All deliverables required under this contract shall be packaged, marked, and shipped in accordance with the Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. 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: "NINDS Logistical and Conference Support Services"
 - 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 SECTION, 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 3232, MSC 9520, Bethesda, Maryland 20892-9531, (for courier service: Rockville, MD 20852). Inspection and acceptance shall be performed using quarterly 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 performance of this contract shall be from _____ through _____.

ARTICLE F.2. DELIVERIES

Satisfactory performance of the work under this contract shall be deemed to occur upon performance of work described in ARTICLE C.1. and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C.2 will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below.

<u>Item</u>	<u>Description</u>	<u>Reporting Period</u>	<u>Delivery Schedule</u>
(1)	Monthly Progress Report	TO BE DETERMINED	15 th day of the month
(2)	Final Work Assignment Report	UPON CONCLUSION OF EACH WORK ASSIGNMENT.	10 working days following conclusion of each "Event"
(3)	Final Deliverable	ENTIRE CONTRACT PERIOD.	Last day of Contract.

- b. The above reports shall be addressed and delivered to:
[The specific information will be included in the resultant contract]

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

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. 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. WORK ASSIGNMENT PROCEDURES

In providing support under this contract, the Contractor shall initiate work only when so directed by a Work Assignment. Approval of a Work Assignment shall not constitute approval to exceed any item listed in the contract or general clauses of the contract. Work Assignment amounts shall not exceed the total amounts listed in the contract (time, dollars, effort, consultants, travel, etc.). The Project Officer with Contracting Officer approval, is authorized to initiate Work Assignments and to sign Work Assignments indicating satisfactory performance/delivery of the services/product required in each Work Assignment. The Contractor shall assure, prior to commencing work on any Work Assignment, that written approval of the Project Officer and the Contracting Officer has been obtained. A Work Assignment which does not contain both the Contracting Officer and Project Officer approval signature shall be considered invalid and costs incurred for such work shall be considered unallowable. The Contractor shall not exceed the estimated labor hours, estimated Work Assignment amount, or change the Work Assignment leader without prior written approval from the Project Officer and the Contracting Officer by modification of the Work Assignment. The day-to-day operational and administrative details of the Work Assignment system will be established by the Work Assignment Originator with input from the contractor. The work assignment system will be established by the Project Officer with input from the Contractor. The Work Assignment system will operate within the following general guidelines:

a. Work Assignments (W.A.) Information

1. All work to be assigned under this contract shall relate directly to one or more of the tasks listed in the Statement of Work.
2. Each W.A. shall be written for the conduct of a specific task.
3. Each new W.A. shall be numbered serially beginning with 01.
4. Each W.A. shall be completed on the Part I form.
5. Upon award of the contract, an Administrative Work Assignment, shall be issued on a yearly basis. This Work Assignment will cover the time and expenditures necessary for the administration of the contract.

b. Initiation of a W.A.

The day-to-day operational and administrative details of the W.A. system are outlined below. In providing support under this contract, the Contractor shall commence work only when so directed by the Project Officer or the Contracting Officer as follows:

1. The W.A. Originator will initiate a W.A. with the completion and submission of a Part I (Acquisition Form). The Part I will be submitted to the Project Officer and the Dedicated Project Director. Part I is provided in the Statement of Work. The Contractor will not begin work on the W.A. until the Project Officer or the Contracting Officer has given their approval.

2. The Contractor shall complete Part II, the Contractor’s response to the W.A. request, which provided in the Statement of Work. The Contractor shall forward, within ten (10) working days from initial receipt of this document, the proposed Part II to the W.A. Originator, the Project Officer and the Contracting Officer. Both the W.A. Originator, and the Contracting Officer and/or Project Officer will approve via electronic mail or via signature on Part II authorizing the Contractor to commence work. If the Part II is not approved by the W.A. Originator, Project Officer, or the Contracting Officer, explanation will be provided for the disapproval. The W.A. will not commence until discrepancy(ies) is/are corrected and approval is given by the necessary parties.
3. Final Work Assignment Report, within ten (10) working days of the “Event(s)” conclusion, the Contractor shall deliver one copy of the Final Work Assignment Report. Final Work Assignment Report is provided in the Statement of Work.

c. Exceptions to Requirement

Part I submission which initiates work on an “Event(s)” W.A. may be substituted by a “verbal” request only if the request is found to be suitable for the quick response mechanism. The quick response mechanism will be implemented for emergency “Event(s)” that are small in scope and routine and low in cost.

The Contractor may begin work with a verbal request under the following conditions:

- The event must take place in a short amount of time from the time of the request.
- Upon receiving the request, the Contractor contacts the Project Officer or the Contracting Officer within 24 hours of the original request and is given written approval.
- The W.A.O. follows the verbal request with Part I of the Acquisition Form within 48 hours of the verbal request.

The Contractor shall begin work on the event within 48 hours of receiving approval from the Project Officer or Contracting Officer.

The Contractor must submit all subsequent reports (Part II, Final Work Assignment Report, and Part III) as described in above and in the Statement of Work.

d. Modification to W.A.

1. Each amendment to an existing work assignment shall contain the original W.A. number and shall designate a modification number. Modification numbers for each W.A. shall be serially numbered beginning with 01 (for example, Work Assignment 01, Modification No. 01).
2. Each W.A. modification shall set forth in special detail which portion(s) of the W.A. is to be modified. All Cost/Labor modifications shall be in the following format:

	<u>Authorized to Date</u>	<u>This Modification</u>	<u>Revised Estimate</u>
Labor Hours			
Cost Elements			
(List Each Element)			

e. Conclusion of a W.A.

- (1) For each W.A. performed, the Contractor shall prepare PART III, of the W.A. for submission to the Contracting Officer.
- (2) This PART III submission shall include all actual information (cost, effort, and deliverables) relative to the W.A.
- (3) PART III of the W.A. shall be submitted as soon as possible and not to exceed six (6) months of the after the closing date of the W.A. For those W.A. which expire within six (6) months prior to the contract expiration date, PART III of the W.A. shall be submitted on the final contract day.

- (4) After verification that all work is complete and deliverables have been received and accepted the Project Officer will sign PART III of the W.A. to indicate recommendation for approval and forward the W.A. to the Contracting Officer.
- (5) After verification that the W.A. has been satisfactorily completed, the Contracting Officer will approve completion of the W.A. by signing PART III of the W.A. and forward to the Contractor.

ARTICLE G. 4 INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts, NIH (RC)-4 (Attachment 10) are 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:

- (a) To be considered a "proper" invoice in accordance with FAR 32.9, Prompt Payment, each invoice shall clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. (This is the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN265200620001C.)

ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N02-NS-6-0001.)

- (b) 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, Suite 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 monthly contract financing request a detailed breakdown of the direct labor/personnel charges claimed, to include: (1) a list of individuals by name; (2) their title/position under the contract; (3) their hourly/annual salary rate; (4) the number of hours worked; and (5) amount claimed for each.
4. Invoices/financing requests must include cumulative expenditures to date, adjusted (as applicable) to show any amounts suspended by the Government.

ARTICLE G.5. 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 representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

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

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

ARTICLE G.6. 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 will incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990), which can be found at <http://knownet.hhs.gov>.

ARTICLE G.7. POST AWARD EVALUATION OF PAST PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

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

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

b. Electronic Access to Contractor Performance Evaluations

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

http://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. 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.	<u>Public Law No.</u>	<u>Fiscal Year</u>	<u>Period Covered</u>
	P.L. 108-447, Title V, General Provisions, Section 505	2005	10/1/04 – 9/30/05

ARTICLE H.2. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been determined to be exempt from further review or obtained by the Project Officer, and the Contracting Officer has issued written notification or approval as such to proceed.

ARTICLE H.3. 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: (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.	<u>Public Law No.</u> P.L. 108-447, Title V, General Provisions, Section 506	<u>Fiscal Year</u> 2005	<u>Period Covered</u> 10/1/04 – 9/30/05
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ARTICLE H.4. 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.5. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes: or 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.</u>	<u>Fiscal Year</u>	<u>Period</u>
	For a., above: P.L. 108-447, Title V – General Provisions, Section 503a	2005	10/1/04 – 9/30/05
	For b., above: P.L. 108-447, Title V – General Provisions, Section 503b	2005	10/1/04 – 9/30/05

ARTICLE H.6. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal Funds may be used to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <http://www.usfa.fema.gov/hotel/index.htm>

ARTICLE H.7. PERFORMANCE AND AWARD-FEE EVALUATION GUIDELINES

The following establishes the procedure that will be used for evaluating and determining award-fee amounts associated with the Contractor's performance to provide conference/meeting logistical management support services under this contract. Award-fee evaluations will be conducted twice a year, and the amount of award-fee earned will be based on the award-fee determination process described below.

Award Fee Determination Process

A. Award Fee Amounts

The maximum award-fee that the Contractor may earn under this contract is \$_____.

Award-fee amounts will be determined for individual semi-annual evaluation periods. Available award-fee amounts for each period is as set forth under subparagraph (c) below. Any unearned award-fee from one period will not carry over to the next.

B. Source of Data for Evaluations

Review and evaluation of Contractor’s Work Assignment – Part II responses; monthly progress reports, including financial status information, participant reimbursement status reports and final work assignment reports; monthly invoices, and feedback from NINDS internal customer surveys.

C. Award-Fee Determination

The amount of award-fee earned will be based on the Contractor’s performance as evaluated against the performance objectives, measures and standards as set forth in the Quality Assurance Surveillance Plan below (QASP). The PO and CO will monitor the Contractor’s performance and evaluate performance using the measures and standards for pass /fail ratings as established in the QASP.

The following rating scale will be used to determine the amount of award-fee earned based on the following individual pass/fail ratings system.

RATING	DEFINITION OF RATING	AWARD-FEE AMOUNT
PASS	Contractor’s performance meets the pass rating standard for each performance objective, and the Government can cite few, if any, areas for improvement – all of which are minor.	<p>A PASS rating for all 3 performance objectives earns 100% of available award-fee for the evaluation period.</p> <p>A PASS rating for 2 of the 3 performance objectives earns 50% of available award-fee for the evaluation period.</p>
FAIL	The Contractor’s performance does not meet the pass rating standard for the objective, and the Government can cite complaints and identify areas for improvement, which are not offset by better performance in other areas.	A FAILED rating for 2 or more performance objectives earns no award-fee for the evaluation period.

AWARD-FEE AMOUNTS NEGOTIATED FOR EACH EVALUATION PERIOD:

(Award-fee amounts will be determined during negotiations.)

Period of Performance	Maximum Available Award Fee	Three (3) PASS Ratings Earns (100%)	Two (2) PASS Ratings Earns (50%)	Two (2) FAILED Rating Earns (0%)
Yr 1 (02/01/2006 – 01/31/2007)				
Yr 2 (02/01/2007 – 01/31/2008)				
Yr 3 (02/01/2008 – 01/31/2009)				
Yr 4 (02/01/2009 – 01/31/2010)				
Yr 5 (02/01/2010 – 01/31/2011)				
Totals				

The PO/CO will use all report information coupled with our internal Customer Surveys for collecting pass/fail rating information which will serve as the basis for evaluation results. The PO will provide award-fee recommendations to the CO within ten (10) days after the end of an evaluation period. The CO may accept or modify the recommendations of the PO. The CO is the final authority to determine the overall rating and amount of the award-fee.

The Contractor agrees that the final determination as to the amount of Award-Fee earned will be made by the Contracting Officer, and will not be subject to the terms of the "Disputes" clause of this contract. The Contractor shall be advised in writing of the decision setting forth reasons why the Award-Fee was earned, or why it was not earned, in order that the Contractor may improve its performance during the next six (6) months, if the latter is applicable.

Authorization to claim and be reimbursed for Award-Fee under this contract will be accomplished by a Contracting Officer's Authorization (COA) letter, executed by the Contracting Officer, when the Award-Fee, if any, has been determined to be due. The COA will be submitted to the Contractor, within thirty (30) days from the date the PO's evaluation recommendation of the Contractor's performance for each evaluation period is received. The COA shall set forth the amount of award-fee to be paid and shall indicate the performance period evaluated. Upon receipt of the COA, the Contractor may submit a public voucher for payment of the total Award-fee earned for the period evaluated.

The Government's decision to pay or not to pay Award-Fee in no way alters the Contractor's responsibilities to perform any functions or produce any deliverables required by this contract. The Government's decision to pay or not to pay award-fee in no way alters the Government's obligation to reimburse the Contractor for allowable incurred costs in accordance with the resultant contract.

The Award-Fee process is recognized to be subjective in nature, but every effort will be made to ensure fairness. CO and PO reviews have been incorporated into the process to ensure that performance is evaluated and award-fee is determined in accordance with this plan.

D. Revision to evaluation guidelines

The CO will notify the Contractor in writing of changes to the evaluation guidelines and QASP. Any subsequent changes to the guidelines and QASP will be done by formal modification to the contract and reflect the mutual consent of both parties.

E. Contract Termination

If the contract is terminated for the convenience of the Government after the start of an Award Fee evaluation period, the CO shall determine the earned Award Fee amount using the normal Award-Fee evaluation process. After termination for convenience, the remaining Award-Fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the Contractor and, therefore, shall not be paid.

F. Quality Assurance Surveillance Plan (QASP)

The following QASP reflects the performance objectives, measures, and standards that will be used to assess the quality and degree of performance and the method of surveillance. These components will serve as the basis for all award-fee determinations made under the contract.

QUALITY ASSURANCE SURVEILLANCE PLAN

	<u>Performance Objective</u>	<u>Performance Measure</u>	<u>Quality Assurance Surveillance Plan</u>	<u>Standard For PASS Rating</u>
1	Work Assignment Plan-submission of Part II responses.	Timeliness, completeness, and acceptability and quality of proposed work plan .and Part II response.	PO/CO monitoring of customer feedback.	<p>Part II response is due within 10 business (working days), in the NINDS CMB office, after the Contractor’s receipt of Part I, NINDS Acquisition Request Form. The NINDS Acquisition Request Form is sent electronically to the Contractor, usually by the sponsoring WAO, via e-mail. The 10 business day clock begins the day of the email sending the NINDS acquisition form to the Contractor.</p> <p>Part II submission is complete and addresses all required specifications, as outlined in the NINDS acquisition form; budget proposal is current, complete and accurate.</p> <p>Acceptability and quality of proposal work plan as presented in the Part II response, as evaluated by NINDS staff. Responses are rated either acceptable or unacceptable. Quality customer satisfaction means that a Part II response meet all 3 measures (i.e., timeliness, completeness and quality) in no less than 95% of the Part II’s received during an evaluation period.</p>
2	Reimbursement	Timely and accurate reimbursement of participants and vendors for allowable expenses per work assignment.	PO and CO monitoring of financial records, invoices and reports.	The Contractor shall reimburse at least 80% of event participants within 30 days and 100% within 60 days.
3	Overall Contract Management (to include preparation of reports and invoice submission)	Contractor maintains high level of quality assurance, and responsiveness. PO and CO – reliability & completeness of work assignments and reports and submission of accurate invoices. Contractor contacts PO and CO immediately with problems, when appropriate.	PO and CO monitoring – Deliverables including monitoring monthly reports, and general internal customer feedback/communications. Monthly invoices to determine if incurred costs are reasonable, allocable and allowable	PO and CO has no more than 3 discrepancies regarding the monthly reports, customer feedback/communications, and monthly invoices, within a 6 month period, minimal PO and CO intervention required

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 service 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 SERVICE 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/>.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES/DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR) CLAUSES

Reg	Clause	Date	Clause Title
FAR	52.202-1	Jul 2004	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 2003	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
FAR	52.204-7	Oct 2003	Central Contractor Registration
FAR	52.209-6	Jan 2005	Protecting the Government's Interest 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	Oct 2004	Pension Adjustments and Asset Reversions
FAR	52.215-18	Jul 2005	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	Dec 2002	Allowable Cost and Payment
FAR	52.216-8	Mar 1997	Fixed Fee
FAR	52.219-8	May 2004	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.)

Reg	Clause	Date	Clause Title
FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Apr 2002	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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-14	Aug 2003	Toxic Chemical Release Reporting
FAR	52.225-1	Jun 2003	Buy American Act – Supplies
FAR	52.225-13	Mar 2005	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	52.227-3	Apr 1984	Patent Indemnity
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	Oct 2003	Prompt Payment, Alternate I (Feb 2002)
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
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 I (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	52.244-6	Dec 2004	Subcontracts for Commercial Items
FAR	52.245-5	May 2004	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts)
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.253-1	Jan 1991	Computer Generated Forms
HHSAR	352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
HHSAR	352.216-72	Oct 1990	Additional Cost Principles
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

Reg	Clause	Date	Clause Title
HHSAR	352.270-7	Jan 2001	Paperwork Reduction Act

[END OF GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT – Rev. 04/2005]

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 52.219.9, SMALL BUSINESS SUBCONTRACTING PLAN (January 2002), and 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (January 1999) are deleted in their entirety.

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 52.219-14, Limitations on Subcontracting (DECEMBER 1996)

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

FAR 52.232-18, Availability of Funds (APRIL 1984).

FAR 52.237-3, Continuity of Services (JANUARY 1991).

FAR 52.242-3, Penalties for Unallowable Costs (MAY 2001).

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

HHSAR clause 352.270-1, Accessibility of Meetings, Conferences and Seminars to persons with Disabilities (JANUARY 2001)

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

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

NIH (RC-4) – Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts (NOV 2003)

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 clauses in full text.

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

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

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

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

Notice to Employees

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

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

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

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

To locate the nearest NLRB office, see NLRB’s website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to ---
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor’s employees.
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that---
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for Contractors covered by the Railway Labor Act and a second for all other Contractors. The Contractor shall ---
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for non-compliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontract or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States

(End of clause)

ARTICLE I.5. SMALL BUSINESS ADMINISTRATION - 8(a) PROGRAM

This contract has been awarded in accordance with the program established in Section 8(a) of the Small Business Act (15 U.S.C. 637(a)) and the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Health and Human Services (HHS) effective September 27, 2000. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003) with ALTERNATE FOR ACQUISITIONS UNDER FAR 19.800 (Deviation) (HHS/SBA PA - September 27, 2000)**
 - (a) Offers are solicited only from small business concerns expressly certified by the Small business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
 - (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
 - (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.)

(d) **Agreement.**

- (1) A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply to construction or service contracts.
- (2) The [INSERT THE NAME OF SBA's CONTRACTOR] will notify the [INSERT NAME OF CONTRACTING AGENCY] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

b. FAR Clause 52.219-70XX, SECTION 8(a) DIRECT AWARD (HHS/SBA PA-SEPTEMBER 27, 2000)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the [INSERT AGENCY NAME]. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: [INSERT APPROPRIATE COGNIZANT SBA DISTRICT OFFICE]
- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
 - (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
 - (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

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. Past Performance Information-NIH Customer Survey of Contractor Performance, 6 pages, (Refer to Section L.2.a.(12)).

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

2. Summary of Labor & Direct Costs (TECHNICAL PROPOSAL), 1 page, (Refer to Section L.2.a.(4)).

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

3. NIH-2043, Proposal Summary and Data Record, 1 page, (Refer to Section L.2.a.(3)).
4. Summary of Annual Costs (BUSINESS PROPOSAL), 1 page, (Refer to Section L.2.c.(2)).
5. Summary of Related Activities, 1 page, (Refer to Section L.2.b.(1)(b)).
6. SF-LLL, Disclosure of Lobbying Activities, 3 pages, (Refer to (FAR 3.803)).
7. Representations and Certifications, 5pages, (Refer to Section K.)
8. Certificate of Current Cost and Pricing Data, 1 page.

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

9. NIH (RC)-7, Procurement of Certain Equipment, (OMB Bulletin 81-16), 1 page.
10. NIH (RC)-4, Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, 5 pages.

PART IV - REPRESENTATIONS AND CERTIFICATIONS

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

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the proposal submission process. With ORCA, you now have the ability to enter and maintain your representation and certification information, at your convenience, via the Internet at <http://orca.bpn.gov>. In addition to the on-line representations and certifications, it is recognized that other representations and certifications are required on a case by case basis and are not covered by the on-line documentation. **For this RFP, in addition to the on-line representations and certifications, offerors are required to complete the representations and certifications listed in Attachment #7 under Section J, and to submit a completed copy as a part of their original 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), August 25, 2005. THE TECHNICAL PROPOSAL SHALL NOT EXCEED 50 PAGES IN LENGTH, EXCLUDING ATTACHMENTS AND CURRICULUM VITAS.** 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 10 copies

Business Proposal: Original and 4 copies, **plus a yearly and cumulative summary of proposed costs on a CD in Microsoft Excel[®] format.**

2. External Package Marking

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

RFP No. NIH-NINDS-06-01

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 (Jan 2004)]

(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) If a post-award debriefing is given to requesting offeror's, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

(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 offeror's travel policy, annual financial report, and total compensation plan will only be required to be submitted as part of any revised proposal and/or Final Proposal Revision (FPR) submission.

d. NOTICE OF 8(a) COMPETITIVE SET-ASIDE

Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program. Bids or proposals received from others will be considered non-responsive.

e. 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 REPRESENTATIONS, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.
- (2) The small business size standard is \$6,000,000.

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

It is anticipated that ONE (1) AWARD may be made from this solicitation and that the award may be made on/about February, 2006. Depending upon the type of organization selected for contract award, it is anticipated that the award from this solicitation will be a cost reimbursement type contract for a period of five (5) years. It is expected that a cost-plus-award-fee completion type contract will be awarded as a result of this RFP.

g. PERFORMANCE-BASED ACQUISITION

The Government intends to award a performance-based service type contract under this RFP.

The performance-based type contract is designed to motivate the contractor to perform at a higher standard. Outstanding performance is rewarded through a monetary incentive defined in the contract.

Cost-Plus-Award-Fee (CPAF): The CPAF contract includes an estimated cost and an award fee amount that is paid based upon semi-annual evaluations of contract performance. The Quality Assurance Surveillance Plan (QASP), which is included in Section H, sets forth all the elements required for evaluation and determination of the award-fee amount. The award-fee determination is made unilaterally by the Government and is not subject to Disputes clause procedures.

h. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the estimated effort for this project to be as indicated in the table below. This information is furnished for the offeror’s information only and is not to be considered restrictive for proposal purposes. Offerors are requested to furnish their estimates of personnel and effort based on the requirements of this RFP and the approach you propose to take for achieving the stated objectives.

Labor Category	Percentage of Effort					Totals
	YR 1	YR 2	YR 3	YR 4	YR 5	
Professional	500%	500%	500%	500%	500%	2,500%
Other:						
Professional Support	60%	60%	60%	60%	60%	300%
Administrative Support	25%	25%	25%	25%	25%	125%
TOTALS	585%	585%	585%	585%	585%	2,925%

i. 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.

j. 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.

k. RELEASE OF INFORMATION

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

I. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that 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.

m. PREPARATION COSTS

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

n. 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

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

*Complete address and contact information can be found in the SECTION A SOLICITATION/CONTRACT FORM page of the specific RFP.

(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 Section L.1.a. entitled, PACKAGING AND DELIVERY OF PROPOSAL. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

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

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions 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 each of the attachments specified in SECTION J, List of Documents, Exhibits, and Other Attachments, that are required to be submitted with the business proposal.

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

The Offeror must complete the Form NIH-2043 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 #3 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 #2 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 PART IV, SECTION M of this RFP.

(7) Potential Award Without Discussions

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

(8) Use of the Metric System of Measurement

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

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

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

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

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

(9) Privacy Act – Treatment of Proposal Information

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

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

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) Selection of Offerors

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

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

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

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

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

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

(11) Past Performance Information

Offerors shall mail the Past Performance Information Survey to at least five previous clients (see Section J, Attachment #1) using the criterion below for selection of clients. In addition, offeror's shall submit the following information in their proposal (for both the offeror and for each proposed major subcontractor).

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

A list of the last 5 contracts completed during the past three years and all contracts currently in process that, are similar in nature to the solicitation work scope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

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

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as a subcontract that exceeds \$500,000.

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

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

(12) 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:

- a. 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
- b. 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.

This required includes the development, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards.

Further information about Section 508 is available via the Internet at: <http://www.section508.gov>

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

This solicitation incorporates the following 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):

- Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003)
- Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991)
- Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991)
- Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997)
- Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997)
- Preaward On-Site Equal Opportunity Compliance Evaluation, FAR Clause 52.222-24 (February 1999)

b. TECHNICAL PROPOSAL INSTRUCTIONS

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

(1) **Technical Discussions**

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

(a) **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 PROJECT DIRECTOR , 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.

The following specific information must be provided by the offeror pertaining to the Project Director, and each of any other proposed key professional individuals designated for performance under any resultant contract. **The offeror shall provide a separate “Summary of Related Activities” form, attachment #5, for each key professional individual proposed for work under the project.**

i) Project Director

List the name of the 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 Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the

qualifications, experience, and accomplishments of the 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 Co-Project Director(s)

List other Co-Project Director(s) 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.

(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 in-house 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 cost realism analysis of the proposed cost of the work. This information shall include payroll documentation, vendor quotes, invoice prices and/or any other information deemed necessary to evaluate the reasonableness of the price or to determine cost realism for all of the basic cost elements. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, award-fee, and base fee.

(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; award-fee and base 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.

1) 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.

2) **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.

3) **Subcontracted Items**

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

4) **Raw Materials**

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

5) **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.).

6) **Fringe Benefits**

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

7) **Indirect Costs**

Indicate how 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.

8) **Special Equipment**

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.

9) **Travel**

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

10) **Other Costs**

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

(4) **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(l), 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.(3) 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.c. 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, are properly compensated in these contracts.

- 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

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

a) **General Experience**

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

b) **Organizational Experience Related to the RFP**

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

c) **Performance History**

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

d) **Pertinent Contracts**

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

e) **Pertinent Grants**

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

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

(8) 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) Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)

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

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

c) Financial Capacity

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

d) Incremental Funding

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

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 the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted 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 Provisions.

(End of provision)

(9) FAR 52.215-16, Facilities Capital Cost of Money (JUNE 2003)

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

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

(End of Provision)

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

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

___ The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

(10) 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>

(11) Proposer's Annual Financial Report

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

For solicitations using "Just in Time" procedures, only those offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

(12) Representations and Certifications

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the proposal submission process. With ORCA, you now have the ability to enter and maintain your representation and certification information, at your convenience, via the Internet at <http://orca.bpn.gov>. In addition to the on-line representations and certifications, it is recognized that other representations and certifications are required on a case by case basis and are not covered by the on-line documentation. **For this RFP, in addition to the on-line representations and certifications, offerors are required to complete the representations and certifications listed in Attachment #7 under Section J, and to submit a completed copy as a part of their original business proposal. In addition, the above instructions would apply for any proposed subcontractor.**

(13) **Travel Costs/Travel Policy**

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

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

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**

All offerors who are requested to submit a final proposal revision will be required to submit a copy of the organization's most recent travel policy. 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

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors are: technical merit, past performance, and cost/price. The technical proposal will receive paramount consideration in the selection of the Contractor for this acquisition. The technical evaluation is more important than past performance, and past performance is more important than cost/price. All evaluation factors other than cost/price, when combined, are significantly more important than cost/price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value for the Government. The trade-off process described in FAR 15.101-1 shall be employed.

An in-house technical review will be conducted to evaluate technical proposals against the technical evaluation criteria specified below. Offerors must submit sufficient information to allow evaluation of their proposals based on the requirement specified in the Statement of Work and the technical evaluation criteria listed below. Failure to provide any of the information required to evaluate the proposal may result in less than a favorable evaluation.

The estimated cost of a proposal must be reasonable for the work to be performed. The business proposal will be subjected to a cost realism and, if applicable, a cost analysis.

B. TECHNICAL EVALUATION CRITERIA

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

The specific factors to be considered in the review of the proposal are as follows:

1. Personnel 50 maximum points

The personnel to be used under this contract will be evaluated on the basis of experience and qualifications. They shall be appropriate to the level and kind of work required. Qualifications, experience and availability of personnel shall be evaluated as follows:

a. Project Director 0-25 points

The project director shall be a senior staff member of the company. He/she shall have extensive experience as a senior conference planner. He/she shall be evaluated on prior performance and demonstrated ability in effective program management and cost and quality control for the type of work specified in the RFP. Supporting materials shall include a curriculum vitae and statements of reference concerning management activities similar to those solicited.

b. Co-Project Director 0-15 points

The qualifications of Co-Project Director proposed for work under this contract will be evaluated on the basis of curricula vitae and statements of reference concerning management activities similar to those solicited.

c. Other Professional Technical Staff 0-10 points

The qualifications of other professional technical staff proposed for work under this contract (including those committed to the contract in writing but not yet working with the company) will be evaluated on the basis of curricula vitae, statements of reference, and their experience and expertise pertinent to the identified performance of work requirements specified in this RFP. Offerors shall provide samples of their prior work products as related to the work specified in the RFP. These samples shall be limited to ten pages. Samples will be judged in terms of ability to develop materials that are appropriate clear, and succinct. Correct use of grammar, quality of copy editing, and absence of jargon are required. The proposal itself will be considered a work sample, and contributors to the proposal shall be identified by name and corresponding section of the proposal.

2. Understanding of the Requirements and the Adequacy of the Proposed Approach 20 maximum points

Adequacy and merit of the offeror's response and proposed approach to perform the types of work specified in this RFP. A significant part of this factor will be the evaluation of the offeror's capability to demonstrate and convince us of their ability to get to Bethesda/Rockville area within a 2 hour period. It will focus on an understanding of the kind and level of support required, the ability to make site selection recommendations, and your understanding of federal regulations relating to reimbursements and payment. You will also be evaluated on your methodology and the quality, efficiency, and the effectiveness of sample work products.

3. Related Experience, Organization, and Administration of the Company 30 maximum points

The experience of the company as described in the proposal and in statements of reference will be evaluated. Company experience shall be considered in terms of expertise in projects similar to those described in the RFP.

Clarity of organizational relationships, including the extent of and relationships with pertinent type of subcontractor(s), expected ease and efficiency of management and control, and company commitment to this contract with respect to competing portfolio and other factors will be evaluated. A flow chart is to be provided which indicates the organization chain of command and how various responsibilities are interrelated.

Total Possible Points 100 maximum points

C. PAST PERFORMANCE FACTOR

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.

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

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

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

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

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

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

The following rating method shall be used in the evaluation of past performance information:

+2 **Excellent** - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. Sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again.

+1 **Good** - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Sources of information state that the offeror's performance was good, better than average, etc., and that they would do business with the offeror again.

0 **None** - No past performance history identifiable.

-1 **Marginal** - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

-2 **Poor** - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. Sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

ATTACHMENT 1

**PAST PERFORMANCE INFORMATION
NATIONAL INSTITUTES OF HEALTH CUSTOMER SURVEY OF CONTRACTOR PERFORMANCE**

Please complete the following questionnaire and return via regular mail or fax to the attention of:

_____ by (Date) _____
(Name)

(Address)

(Fax Number)

This survey pertains to: _____

Department/Component: _____

Contract Number: _____ Date of Survey: _____

Name of Person Completing Survey: _____

Signature of Person Completing Survey: _____

Your Company/Agency: _____

Your Role in this Contract (circle one): Contracting Officer Contract Specialist Project Officer
Other _____

Contract Value (including options) : \$ _____

Period of Performance (including option periods) : _____

Type of Contract: _____

Approximate percentage of work being performed (or completed) by subcontractor (s) : _____%

PAST PERFORMANCE INFORMATION
NATIONAL INSTITUTES OF HEALTH CUSTOMER SURVEY OF CONTRACTOR PERFORMANCE

Information on subcontractor(s) (where more than _____ % of work was completed by the subcontractor) :

 Subcontractor Program Manager Phone

 Subcontractor Program Manager Phone

 Subcontractor Program Manager Phone

General description of products / services required under the contract:

RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Commentary to support rating may be noted on page 5.

Assign each area a rating of 0 (unsatisfactory) , 1 (Poor) , 2 (Fair) , 3 (Good) , 4 (Excellent) , or 5 (Outstanding) . Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating. If you do not have enough personal knowledge or feedback from internal customers who directly received products and services from the contractor to make a determination on any of the performance criteria below, please circle "N/A" (not applicable / no opinion).

QUALITY OF SERVICE

- | | | | | | | | | |
|----|---------------------------------------|---|---|---|---|---|---|-----|
| 1. | Compliance with contract requirements | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | Accuracy of reports | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. | Effectiveness of personnel | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. | Technical Excellence | 0 | 1 | 2 | 3 | 4 | 5 | N/A |

PAST PERFORMANCE INFORMATION
NATIONAL INSTITUTES OF HEALTH CUSTOMER SURVEY OF CONTRACTOR PERFORMANCE

COST CONTROL

1. Record of forecasting and controlling target costs
0 1 2 3 4 5 N/A
2. Current, accurate and complete billings
0 1 2 3 4 5 N/A
3. Relationship of negotiated costs to actuals
0 1 2 3 4 5 N/A
4. Cost efficiencies
0 1 2 3 4 5 N/A

TIMELINESS OF PERFORMANCE

1. Met interim milestones
0 1 2 3 4 5 N/A
2. Reliability
0 1 2 3 4 5 N/A
3. Responsive to technical directions
0 1 2 3 4 5 N/A
4. Completed on time including wrap-up and contract administration
0 1 2 3 4 5 N/A
5. Met delivery schedules
0 1 2 3 4 5 N/A
6. Liquidated damages assessed: Yes No (circle one)

BUSINESS RELATIONS

1. Effective management, including management of subcontracts
0 1 2 3 4 5 N/A
2. Reasonable/cooperative behavior
0 1 2 3 4 5 N/A
3. Responsive to contract requirements
0 1 2 3 4 5 N/A
4. Notification of problems
0 1 2 3 4 5 N/A
5. Flexibility
0 1 2 3 4 5 N/A
6. Pro-active vs reactive
0 1 2 3 4 5 N/A

PAST PERFORMANCE INFORMATION
NATIONAL INSTITUTES OF HEALTH CUSTOMER SURVEY OF CONTRACTOR PERFORMANCE

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS GOALS

The contractor met the goals set forth in its Subcontracting Plan. (See FAR 19.7 and FAR 15.305(a)(2)(v))
 Yes No (circle one)

Comments: (optional)

The contractor met Small Disadvantaged Business Participation goals. (See 15.305(a)(2)(v) and FAR 19.1202)
 Yes No (circle one)

Comments: (optional)

CUSTOMER SATISFACTION

1. The contractor is committed to customer satisfaction.
 Yes No (circle one)

2. Would you recommend selection of this firm again?
 Yes No (circle one)

ADDITIONAL COMMENTS

**PAST PERFORMANCE INFORMATION
NATIONAL INSTITUTES OF HEALTH CUSTOMER SURVEY OF CONTRACTOR PERFORMANCE**

	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0-UNSATISFACTORY	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/ service/ administrative issues is not effective
1-Poor	Major problems have been encountered	Contractor is having major difficulty in managing costs effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is marginally effective
2-Fair	Some problems have been encountered	Contractor is having some problems in managing costs effectively	Contractor is having some problems meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is somewhat effective
3-Good	Minor inefficiencies/ errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is usually effective
4-Excellent	Contractor is in compliance with contract requirements and/ or delivers quality products / services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is effective
5-Outstanding: The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."				

EXAMPLE, REQUEST FOR PAST PERFORMANCE INFORMATION

Date:

Dear Client:

We are currently responding to the DHHS/NIH/NINDS RFP-06-01 entitled: NINDS Logistical and Conference Support Services. The Government is placing increased emphasis in their procurements on past performance as a source selection factor and is requiring that clients of firms responding to NINDS solicitations be identified and their participation in the evaluation process be requested.

Therefore, enclosed is a past performance questionnaire for your completion. We are requesting that you complete the questionnaire and return it to the undersigned by _____, as this information must be submitted along with our business proposal.

We thank you for your prompt response in this matter.

Sincerely,

(To be signed by offeror)

Attachment

ATTACHMENT 2

(SUBMIT WITH TECHNICAL PROPOSAL)

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.**

ATTACHMENT 3

NIH 2043, PROPOSAL SUMMARY AND DATA RECORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD PROJECT TITLE (Title or Solicitation or Contract Proposal)	Solicitation/CONTRACT NUMBER				
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)				
TYPE OF CONTRACT PROPOSED <table style="width:100%; border: none;"> <tr> <td style="text-align: center; border: none;">COST-REIMBURSEMENT</td> <td style="text-align: center; border: none;">FIXED PRICE</td> <td style="text-align: center; border: none;">COST-PLUS-FIXED-FEE</td> <td style="text-align: center; border: none;">OTHER</td> </tr> </table> ESTIMATED TIME REQUIRED TO COMPLETE PROJECT		COST-REIMBURSEMENT	FIXED PRICE	COST-PLUS-FIXED-FEE	OTHER
COST-REIMBURSEMENT	FIXED PRICE	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 Institution's General Assurance re: Human Subjects Institution's Review Board's Approval of this Proposal An example of the informed consent for this study is enclosed A Clinical Protocol is enclosed		YES NO DATE APPROVED _____ DATE APPROVED _____ YES NO YES NO	PENDING PENDING		
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			
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		DOLLAR VOLUME OF BUSINESS PER ANNUM			
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		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.

ATTACHMENT 4

(SUBMIT WITH BUSINESS PROPOSAL)

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, % effort, and rates for each. _____ _____ _____ _____ _____						
<u>TOTAL LABOR COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFITS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COSTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>EQUIPMENT</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>CONSULTANTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>SUBCONTRACTS</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OVERHEAD (%)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>G&A EXPENSE (%)*</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL EST. COST</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>AWARD FEE (maximum for Superior performance)</u>						
<u>FEE (If applicable)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST PLUS 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.

ATTACHMENT 5

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.

ATTACHMENT 6

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. Initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____ Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p align="center">(attach Continuation Sheet(s))</p>	<p>a. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual _____ planned _____</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. cash b. in-kind; specify: nature _____ value _____ 		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), _____ employee(s), or Member(s) contacted, for payment indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:</p> <p align="center">Yes _____ No _____</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form—LLL</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

DISCLOSURE OF LOBBYING ACTIVITIES
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.

ATTACHMENT 7

REPRESENTATIONS AND CERTIFICATIONS

This attachment is made up of six (6) separate representations and certifications, which are listed below in full text and are, in addition to, the on-line representations and certifications that offerors are required to complete on an annual basis. Offerors must complete and submit the following representations and certifications and submit these as a part of your business proposal. By submission of your signed offer, the offeror makes the following representation and certifications.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005), FAR Provision 52.204-8

- (a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (b) applies.
 - (ii) Paragraph (b) does not apply and the offeror has completed the individual **representations and certifications** in the solicitation.

(b) The offeror has completed the annual representative and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation (s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

2. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000), FAR Provision 52.230-1

Note: *This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.*

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement – Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contract which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) **Certificate of Concurrent Submission of Disclosure Statement.**

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement:	
Name and Address of Cognizant ACO or Federal Official Where Filed:	

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) **Certificate of Previously Submitted Disclosure Statement.**

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:	
Name and Address of Cognizant ACO or Federal Official Where Filed:	

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) **Certificate of Monetary Exemption.**

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) **Certificate of Interim Exemption.**

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and;
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

(5) **Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I – APRIL 1996)**

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (**check one and complete**):

- (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.
- (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards – eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period

immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

3. CERTIFICATION REGARDING ENVIRONMENTAL TABACCO SMOKE (DEC 1994)

[Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on their business proposal constitutes certification that the submitting organization of its compliance with the Act.]

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

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

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

4. CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCT 1995)

Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.

By submission of its signed offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is, is not currently in effect.

- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

5. **ROYALTY INFORMATION** (APRIL 1984), FAR Provision 52.227-6

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

6. **REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE** (MAY 1999), FAR provision 52.227-15

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

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

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

- [] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- [] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

ATTACHMENT 8

CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) Submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* **Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)**

** **Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.**

*** **Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.**

(End of Certificate)

ATTACHMENT 9

PROCUREMENT OF CERTAIN EQUIPMENT, NIH (RC) 7

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.

ATTACHMENT 10

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING INSTRUCTIONS FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS – NIH(RC)-4

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 letter-head 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

(a) Billing Office Name and Address 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	(b) Invoice/Financing Request No. _____ (c) Date Invoice Prepared _____ (d) Contract No. _____ Effective Date _____ (f) Total Estimated Cost _____ (g) Total Fixed Fee _____
(e) Payee's Name and Address ABC CORPORATION 100 Main Street Anywhere, USA zip code	
Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent	

(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

