U.S. Department of Health and Human Services
National Institutes of Health
National Institute of Allergy and Infectious Diseases (NIAID)

BAA NIH-NIAID-DAIT-07-34
Allergen and T-Cell Reagent Resources for the Study of Allergic Diseases

OMB control number 0990-0115

1. **OFFERORS ARE RESPONSIBLE FOR ROUTINELY CHECKING THE FOLLOWING WEBSITE FOR ANY SOLICITATION AMENDMENTS. NO ADDITIONAL NOTIFICATION OF ANY AMENDMENTS WILL BE PROVIDED BY THIS OFFICE.** http://www.fedbizopps.gov/

2. **SECTION A – SOLICITATION/CONTRACT FORM -- PURCHASE AUTHORITY: FAR 1.602-1**
NOTE: The issuance of this solicitation does not commit the government to an award.

3. **Issue Date:**	4. **Due Date:** November 13, 2006 **Time:** 3:00 p.m. , EST	5. **Small Bus. Set-Aside:** [ ]Yes [X] No **8(a) Set-Aside:** [ ]Yes [X] No **NAICS #:** 541710 (See Part IV, Section L.)
July 11, 2006		

6. **Just In Time:**	7. **Number of Awards:**	8. **Technical Proposal Page Limits:**
[X] No [ ] Yes (See Part IV, Section L.)	[ ] Only 1 Award [X] Multiple Awards	Number of Copies: See Part III, Section J (Packaging and Delivery of Proposal) Page Limits: See Appendix A

9. **Issued By:**	10. [X] **NIAID reserves the right to make awards without discussions.**	
Lisa K. Coleman, Contract Specialist Office of Acquisitions, DEA NIAID, NIH, DHHS 6700-B Rockledge Drive Room 3214, MSC 7612 Bethesda, MD 20892-7612	**Options:** **[X] No** **[ ] Yes (See Part IV, Section L.)**	11. **Period of Performance:** Up to 5 years beginning on or about July 27, 2007

12. **Primary Point of Contact:**	13. **Secondary Point of Contact:**	14. **Protest Officer:**
Name : Lisa K. Coleman **Phone:** 301-451-3682 **Fax:** 301-402-0972 **E-Mail:** mlcoleman@niaid.nih.gov	**Name:** **Lawrence Butler** **Phone:** 301-496-0192 **Fax:** 301-480-2622 E-Mail: lbutler@niaid.nih.gov	Charles W. Grewe Director, Office of Acquisitions **Address (See block 9.)**

COLLECT CALLS WILL NOT BE ACCEPTED. FACSIMILE SUBMISSIONS ARE NOT ACCEPTABLE.

Offers will be valid for 120 days unless a different period is specified by the Offeror on the form entitled "Proposal Summary and Data Record, NIH-2043" (See Part III, SECTION J – Attachments).

DELIVERY ADDRESS INFORMATION

15. Hand Delivery or Overnight Service:	**U.S. Postal Service or an Express Delivery Service**
Lisa K. Coleman Office of Acquisitions, DEA NIAID, NIH, DHHS 6700-B Rockledge Drive, Room 3214 Bethesda, MD 20817	Lisa K. Coleman Office of Acquisitions, DEA NIAID, NIH, DHHS 6700-B Rockledge Drive, Room 3214, MSC 7612 Bethesda, MD 20892-7612

16. The **Official Point of Receipt** for the purpose of determining timely delivery is the address provided in Block 19, above. The original paper copy with original signatures is the official copy for recording timely receipt. If the original paper copy of your proposal is not received by the Contracting Officer or Designee at the place and time specified, then it will be considered late and handled in accordance with HHSAR 352.215-70 entitled "Late Proposals and Revisions" located in this Solicitation. FACSIMILE SUBMISSION OF PROPOSALS IS NOT ACCEPTABLE.

DETAILED TABLE OF CONTENTS

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 TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of the program is to support the discovery of novel antigens and T cell epitopes that are recognized by different T cell subsets.

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. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. BROAD AGENCY ANNOUNCEMENT

a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work submitted in response to this Request for Proposal; (RFP) Broad Agency Announcement (BAA) NIH-NIAID-DAIT-07-34 which shall be referred to as the "BAA" throughout the remainder of this document. The Offerors' Statement of Work may be revised during negotiations leading to award of a contract.

ARTICLE C.2. REPORTING REQUIREMENTS

a. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. Please refer to Attachment 5, **Reporting Requirements and Deliverables,** under this solicitation.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with 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.

The Contractor shall deposit any transformed or immortalized allergen-specific human T cell lines or clones with a commercial repository. Contractors who generate immortalized allergen-specific human T cell lines or clones using methods including, but not limited to viral transformation, fusion with immortalized cells (hybridomas), or chemical mutagenesis shall deposit these cells with the American Type Culture Collection (ATCC), or a similar commercial repository, so that they can be made available to the scientific community for use in their individual research projects.

SECTION E - INSPECTION AND ACCEPTANCE

a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this SECTION, the NIAID Project Officer is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at, DAIT, NIAID, NIH, DHHS, 6610 Rockledge Drive, Bethesda, MD, 20892.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 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.

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).

FAR Clause **52.246-8, Inspection of Research and Development - Cost-Reimbursement** (May 2001).

FAR Clause **52.246-9, Inspection of Research and Development (Short Form)** (April 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in Article C.1. and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the items in Article C.2., in accordance with the stated delivery schedule.

The items described in Article C.2. will be required to be delivered F.O.B. Destination as set forth in FAR Clause 52.247-35, F.O.B. Destination, Within Consignees Premises (April 1984), and in accordance with and by the dates specified in Article C.2. and any specifications stated in SECTION D. Packaging, Marking and Shipping of the contract.

ARTICLE F.2. 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

Any contract awarded from this BAA will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) 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 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 to the Contractor 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.2. 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:

NAME TITLE

[To be specified prior to award]

ARTICLE G.3. 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 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request 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) Invoices/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. HHSN2662007xxxxxC.)

ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N01-AI-7xxxx.)

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

Contracting Officer
Office of Acquisitions, DEA
National Institute of Allergy and Infectious Diseases, NIH, DHHS
Room 3214, MSC 7612
6700B Rockledge Drive
BETHESDA MD 20892-7612

(2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-0612.

ARTICLE G.4. INDIRECT COST RATES

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 Contracts Management
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.5 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared every two years 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://oamp.od.nih.gov/OD/CPS/cps.asp

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.

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 incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, which can be found at:

http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

Research involving human subjects shall not be conducted under this contract until the protocol developed in Phase I has been approved by the NIAID, written notice of such approval has been provided by the Contracting Officer, and the Contractor has provided to the Contracting Officer a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310), certifying IRB review and approval of the protocol. The human subject certification can be met by submission of the Contractor's self designated form, provided that it contains the information required by the "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310).

When research involving Human Subjects will take place at collaborating sites or other performance sites, the Contractor shall obtain, and keep on file, a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310) certifying IRB review and approval of the research.

ARTICLE H.2. REQUIRED EDUCATION IN THE PROTECTION OF HUMAN RESEARCH PARTICIPANTS

NIH policy requires education on the protection of human subject participants for all investigators receiving NIH contract awards for research involving human subjects. For a complete description of the NIH Policy announcement on required education in the protection of human subject participants, the contractor should access the NIH Guide for Grants and Contracts Announcement dated June 5, 2000 at the following website: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html. The information below is a summary of the NIH Policy Announcement:

The contractor shall maintain the following information: (1) a list of the names and titles of the principal investigator and any other individuals working under the contract who are responsible for the design and/or conduct of the research; (2) the title of the education program(s) in the protection of human subjects that has been completed for each named personnel and; (3) a one sentence description of the educational program(s) listed in (2) above. This requirement extends to investigators and all individuals responsible for the design and/or conduct of the research who are working as subcontractors or consultants under the contract.

Prior to any substitution of the Principal Investigator or any other individuals responsible for the design and/or conduct of the research under the contract, the contractor shall provide the following written information to the Contracting Officer: the title of the education program and a one sentence description of the program that has been completed by the replacement.

ARTICLE H.3. HUMAN MATERIALS

The acquisition and supply of all human specimen material (including fetal material) used under this contract shall be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States, and no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material.

ARTICLE H.4. HUMAN MATERIALS (ASSURANCE OF OHRP COMPLIANCE)

The acquisition and supply of all human specimen material (including fetal material) used under this contract shall be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States, and no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material.

The Contractor shall provide written documentation that all human materials obtained as a result of research involving human subjects conducted under this contract, by collaborating sites, or by subcontractors identified under this contract, were obtained with prior approval by the Office for Human Research Protections (OHRP) of an Assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction applies to all collaborating sites without OHRP-approved Assurances, whether domestic or foreign, and compliance must be ensured by the Contractor.

Provision by the Contractor to the Contracting Officer of a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310), certifying IRB review and approval of the protocol from which the human materials were obtained constitutes the written documentation required. The human subject certification can be met by submission of a self designated form, provided that it contains the information required by the "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310).

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

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

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

b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.6. NEEDLE EXCHANGE

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

b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.7. PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve

the imposition of criminal penalties.

The Privacy Act System of Records applicable to this project is Number 09-25-0200. This document is incorporated into this contract as Attachment 20.

ARTICLE H.8. ANIMAL WELFARE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals. This policy may be accessed at:

http://grants1.nih.gov/grants/olaw/references/phspol.htm

ARTICLE H.9. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

(1) The Small Business Subcontracting Plan, dated [to be completed upon award] is attached hereto and made a part of this contract.

(2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov.

(1) Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

(2) Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer shall be included as a contact for notification purposes at the following e-mail address:

lcoleman@niaid.nih.gov
Lisa K. Coleman, Contract Specialist, OA, NIAID, DEA, DHHS

ARTICLE H.10. SALARY RATE LIMITATION LEGISLATION PROVISIONS

a. Pursuant to the P.L.(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the applicable amount shown or the applicable Executive Level for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead and general and administrative expenses (also referred to as Aindirect costs@ or Afacilities and administrative (F&A) costs@). Direct salary has the same meaning as the term Ainstitutional base salary.@ An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or

institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limitation also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate used to establish contract funding exceeds any salary rate limitation subsequently established in future HHS appropriation acts.

b.	**Public Law No.**	**Fiscal Year**	**Dollar Amount of Salary Limitation***

[Applicable information to be included at award]

c. Payment of direct salaries is limited to the Executive Level I rate which was in effect on the date(s) the expense was incurred.

* For the period 10/1/05 - 12/30/05, the Executive Level I rate is $180,100. Effective January 1, 2006, the Executive Level I rate increased to $183,500 and will remain at that rate until it is revised. See the web site listed below for the Executive Schedule rates of pay:

FOR FY05 EXECUTIVE LEVEL SALARIES EFFECTIVE JANUARY 1, 2006:
http://www.opm.gov/oca/05tables/html/ex.asp
(NOTE: This site shows the FY- 06 rates. For previous years, click on Asalaries and wages@ and then scroll down to the bottom of the page and click on the year to locate the desired Executive Level salary rates).

ARTICLE H.11. INFORMATION SECURITY

The Statement of Work (SOW) requires the contractor to develop or access Federal automated information systems; therefore, the contractor shall comply with the ADHHS Information Security Program PolicyA (http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc) as set forth below. The contractor shall include this provision in any subcontract awarded under this contract.

a. Information Type

**** *(NOTE: The resultant contract will include the Information Type(s), however for the purposes of this RFP, the Information Type(s) is specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.)* ****

[ ] Administrative, Management and Support Information:

[ ] Mission Based Information:

b. Security Categories and Levels

**** *(NOTE: The resultant contract will include the Security Categories and Levels, however for the purposes of this RFP, the Security Categories and Levels are specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.)* ****

Confidentiality	Level:	[ ] Low	[ ] Moderate	[ ] High
Integrity	Level:	[ ] Low	[ ] Moderate	[ ] High
Availability	Level:	[ ] Low	[ ] Moderate	[ ] High
Overall	Level:	[ ] Low	[ ] Moderate	[ ] High

c. Position Sensitivity Designations

(1) The following position sensitivity designations and associated clearance and investigation requirements apply under this contract:

**** *(NOTE: The resultant contract will include the Position Sensitivity Designations, however for the*

purposes of this RFP, the Position Sensitivity Designations applicable to this RFP are specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.) ****

[ ] Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI). Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

[ ] Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI). Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[ ] Level 1: Non Sensitive (Requires Suitability Determination with an NACI). Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

(2) The contractor shall submit a roster, by name, position and responsibility, of all IT staff working under the contract. The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 days of the effective date of the contract. Any revisions to the Roster as a result of staffing changes shall be submitted within fifteen (15) calendar days of the change. The Contracting Officer shall notify the contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

http://ais.nci.nih.gov/forms/Suitability-roster.xls

Upon receipt of the Government's notification of applicable Suitability Investigation required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: http://ais.nci.nih.gov.

Contractor employees who have had a background investigation conducted by the U.S. Office of Personnel Management (OPM) within the last five years may only require an updated or upgraded investigation.

(3) Contractor employees shall comply with the DHHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

Levels 5 and 1: Contractor employees may begin work under the contract after the contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c.(2) above.

Level 6: In special circumstances the Project Officer may request a waiver of the preappointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the contractor employee to work under the contract.

d. Systems Security Plan

The contractor shall protect Federal automated information systems that are developed or accessed by the contractor. System security shall be accomplished in accordance with the contractor's System Security Plan dated _____. The plan must:]

(1) Include a detailed plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The contractor shall use the NIH Systems Security Plan Template (detailed) at http://irm.cit.nih.gov/security/secplantemp.doc or NIH Systems Security Plan Outline (outline only) at http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

[OR (To be determined during negotiations)]

(1) Include a plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The minimum areas to be addressed include, but are not limited to administrative, technical, and physical security as follows:

(i) Security Awareness Training
(ii) Logical Access Control
- -Network (ex: firewall)
- -System (ex: network OS, tcp wrappers, SSH)
- -Application (ex: S-LDAP, SSL)
- -Remote Access (ex: VPN)
- -Monitoring and support (ex: IDS, pager, NOC)

(iii) Protection against data loss
- -OS security (ex: patch management, configuration)
- -Application security (ex: patch management)
- -Database security
- -Back-up and recovery
- -Fault tolerance, high availability

(iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
(v) Physical Security
- -Access control (ex: locks, guards)
- -Power conditioning and/or UPS
- -Air conditioning
- -Fire protection

Include an acknowledgment of its understanding of the security requirements.

Provide similar information for any proposed subcontractor developing or accessing an AIS.

e. Rules of Behavior

The contractor shall comply with the NIH Information Technology General Rules of Behavior at: http://irm.cit.nih.gov/security/nihitrob.html.

f. Information Security Training

Each contractor employee shall complete the NIH Computer Security Awareness Training (http://irtsectraining.nih.gov/) prior to performing any contract work, and on an annual basis thereafter, during the period of performance of this contract.

The contractor shall maintain a listing by name and title of each individual working under this contract that has completed the NIH required training. Any additional security training completed by contractor staff shall be included on this listing.

Contractor staff shall complete the following additional training prior to performing any work under this contract:

**** *[Additional courses will be listed here in the resultant contract, if applicable.]* ****

g. Personnel Security Responsibilities

The contractor shall perform and document the actions identified in the AEmployee Separation Checklist@, attached and made a part of this contract, when a contractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request

h. Commitment to Protect Departmental Information Systems and Data

(1) Contractor Agreement

The Contractor shall not release, publish, or disclose Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

-18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
-18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
-Public Law 96-511 (Paperwork Reduction Act)

(2) Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to sensitive Department information under this contract shall complete Commitment To Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

i. References

DHHS Information Security Program Policy: http://www.hhs.gov/ohr/manual/pssh.pdf
DHHS Personnel Security/Suitability Handbook: http://www.hhs.gov/ohr/manual/pssh.pdf
NIST Special Publication 800-16, Information Technology Security Training Requirements:
http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf
Appendix A-D: http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf
NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems:
http://csrc.nist.gov/publications/nistpubs/index.html
NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I: http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf
NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II: http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf
NIST SP 800-64, Security Considerations in the Information System Development Life Cycle:
http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf
NIH Computer Security Awareness Training Course: http://irtsectraining.nih.gov/
Roster of Employees Requiring Suitability Investigations: http://ais.nci.nih.gov/forms/Suitability-roster.xls
NCI Information Technology Security Policies, Background Investigation Process: http://ais.nci.nih.gov/
NIH Systems Security Plan Template (detailed): http://irm.cit.nih.gov/security/secplantemp.doc
NIH Systems Security Plan Outline (outline only):
http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
NIH Information Technology General Rules of Behavior: http://irm.cit.nih.gov/security/nihitrob.html
Commitment To Protect Non-Public Information - Contractor Agreement:
http://irm.cit.nih.gov/security/Nondisclosure.pdf

ARTICLE H.12. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

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

The standards applicable to this requirement are identified in the Statement of Work.

ARTICLE H.13. PUBLICATION AND PUBLICITY

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

"This project has been funded in whole or in part with Federal funds from the National Institute of Allergy and Infectious Diseases, National Institutes of Health, Department of Health and Human Services, under Contract No. HHSN2662007xxxxxC."

ARTICLE H.14. 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. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.15. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS** (**1-800-447-8477).** All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** 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.16. YEAR 2000 COMPLIANCE

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

1. Service Involving the Use of Information Technology

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

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

(End of Clause)

2. Noncommercial Supply Items Warranty

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such

warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

All hardware and software used in performance of the resultant contract.
(End of Clause)

3. Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS
All hardware and software used in performance of the resultant contract.
(End of Clause)

ARTICLE H.17. 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. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[Applicable information to be included at award]

ARTICLE H.18. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, ASharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts,@ (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the

appropriate terms for disseminating and acquiring these research resources. This guidance, found at : http://ott.od.nih.gov/NewPages/64FR72090.pdf. is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

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

ARTICLE H.19. POSSESSION USE AND TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS

The contractor shall not conduct work involving select agents or toxins under this contract until it and any associated subcontractor(s) comply with the following:

For prime or subcontract awards to ***domestic institutions*** that possess, use, and/or transfer Select Agents under this contract, the institution must comply with the provisions of 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 (http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf), as required, before using NIH funds for research involving Select Agents. No NIH funds can be used for research involving Select Agents if the final registration certificate is denied.

For prime or subcontract awards to ***foreign institutions*** that possess, use, and/or transfer Select Agents under this contract, before using NIH funds for any work directly involving the Select Agents, the foreign institution must provide information satisfactory to the NIAID, NIH that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:
(http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf)
are in place and will be administered on behalf of all Select Agent work sponsored by these funds. The process for making this determination includes inspection of the foreign laboratory facility by an NIAID representative. During this inspection, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents. An NIAID-chaired committee of U.S. federal employees (including representatives of NIH grants/contracts and scientific program management, CDC, Department of Justice and other federal intelligence agencies, and Department of State) will ultimately assess the results of the laboratory facility inspection, and the regulations, policies, and procedures of the foreign institution for equivalence to the U.S. requirements described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 (http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf). The committee will provide recommendations to the DEA Director, NIAID. The DEA Director will make the approval decision and notify the Contracting Officer. The Contracting Officer will inform the prime contractor of the approval status of the foreign institution. No NIH funds can be used for research involving Select Agents at a foreign institution until NIAID grants this approval.

Listings of HHS select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at http://www.cdc.gov/od/sap/ and http://www.cdc.gov/od/sap/docs/salist.pdf. Listings of USDA select agents and toxins as well as information about the registration process for domestic institutions are available on the APHIS/USDA website at http://www.aphis.usda.gov/programs/ag_selectagent/index.html and http://www.aphis.usda.gov/programs/ag_selectagent/ag_bioterr_forms.html. For foreign institutions, see the NIAID Select Agent Award information (http://www.niaid.nih.gov/ncn/clinical/default_biodefense.htm).

ARTICLE H.20. 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.21. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

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

ARTICLE H.22. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH

The Policy requests that beginning May 2, 2005, NIH-funded investigators submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: http://www.pubmedcentral.nih.gov.

Additional information is available at http://grants.nih.gov/grants/guide/notice-files/NOT-OD-05-022.html.

ARTICLE H.23. CONSTITUTION DAY

Each educational institutional institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

ARTICLE H.24. SHARING RESEARCH DATA

The NIH endorses the sharing of final research data to serve health. This contract is expected to generate research data that must be shared with the public and other researchers. NIH's data sharing policy may be found at the following Web site:

http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html

NIH recognizes that data sharing may be complicated or limited, in some cases, by institutional policies, local IRB rules, as well as local, state and Federal laws and regulations, including the Privacy Rule (see HHS-published documentation on the Privacy Rule at http://www.hhs.gov/ocr/). The rights and privacy of people who participate in NIH-funded research must be protected at all times; thus, data intended for broader use should be free of identifiers that would permit linkages to individual research participants and variables that could lead to deductive disclosure of the identity of individual subjects.

ARTICLE H.25. CONFIDENTIALITY OF INFORMATION

The following information is covered by HHSAR 352.224-70, Confidentiality of Information (MARCH 2005):

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING **ARTICLE I.1 GENERAL CLAUSE LISTING(S)** WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS BAA. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS BAA:

General Clauses for a Cost-Reimbursement Research and Development Contract
General Clauses for a Cost-Reimbursement Contract with Educational Institutions
General Clauses for a Cost-Reimbursement Contract with Non-Profit Organizations [Other Than Educational Institutions]

The complete listing of these clauses may be accessed at:

http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clauses.jsp

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS 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 Clauses **52.215-15, Pension Adjustments And Asset Reversions** (October 2004); **52.215-18, Reversion Or Adjustment Of Plans For Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, **52.215-19, Notification Of Ownership Changes** (October 1997), are deleted in their entirety.

Alternate IV (October 1997) of FAR Clause **52.215-21, Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data--Modifications** (October 1997) is added.

FAR Clause **52.216-7, Allowable Cost And Payment** (December 2002), is modified in paragraph (a). The reference to Subpart 31.2 is changed to Subpart 31.3.

FAR Clause **52.216-8, Fixed Fee** (March 1997), is deleted in its entirety and FAR Clause 52.216-11, Cost ContractBNo Fee (April 1984) is substituted therefor.

Alternate II (October 2001) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (July 2005) is added.

FAR Clause **52.249-14, Excusable Delays** (April 1984) is deleted and HHSAR Clause 352.249-14, Excusable Delays (April 1984) is substituted therefore.

FAR Clause **52.232-20, Limitation of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation of Funds** (April 1984) is substituted therefore. [**Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

Alternate I (February 2002), of FAR Clause **52.232-25, Prompt Payment** (February 2002) is deleted.

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 during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), 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 1) CLAUSES

(1) FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2006).

(2) FAR Clause **52.216-15, Predetermined Indirect Cost Rates** (April 1998).

(3) FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (July 2005).

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

[ ] Offeror elects to waive the evaluation preference."

(4) FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (October 1999).

(5) FAR Clause **52.223-3, Hazardous Material Identification and Material Safety Data (January 1997), with Alternate I** (July 1995).

(6) FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

(7) FAR Clause **52.224-2, Privacy Act** (April 1984).

(8) FAR Clause **52.227-14, Rights in Data - General** (June 1987).

Alternate IV (June 1987), FAR Clause **52.227-14, Rights in Data - General** (June 1987). Note: This alternate does not apply to software.

(9) FAR Clause **52.227-16, Additional Data Requirements** (June 1987).

(10) FAR Clause **52.229-8**, **Taxes-Foreign Cost-Reimbursement Contracts** (March 1990)

(11) FAR Clause **52.230-2, Cost Accounting Standards** (April 1998).

(12) FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (April 1998).

(13) FAR Clause **52.230-6, Administration of Cost Accounting Standards** (April 2005).

(14) FAR Clause **52.237-3, Continuity of Services** (January 1991).

(15) FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

(16) FAR Clause **52.243-2, Changes--Cost Reimbursement** (August 1987), **Alternate V** (April 1984).

(17) FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

(18) FAR Clause **52.246-9, Inspection Of Research And Development (Short Form)** (April 1984)

(19) FAR Clause **52.246-23, Limitation of Liability** (February 1997).
AND/OR
(20) FAR Clause **52.246-24, Limitation of Liability - High-Value Items** (February 1997).

(21) FAR Clause **52.247-68, Report of Shipment (REPSHIP)** (February 2006).

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

(1) HHSAR Clause **352.223-70, Safety and Health** (January 2001). [This clause is provided in full text in Section J - Attachments.]

(2) HHSAR Clause **352.224-70, Confidentiality of Information** (April 1984 - including revisions mandated by the 1/3/2005 Federal Register notice which was effective March 2005).

(3) HHSAR Clause **352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (January 2001).

(4) HHSAR Clause **352.270-8, Protection of Human Subjects** (March 2005).

(5) HHSAR Clause **352.270-9, Care of Live Vertebrate Animals** (March 2005).

(6) HHSAR Clause **352.270-5, Key Personnel** (April 1984).

(7) HHSAR Clause **352.333-7001, Choice of Law (Overseas)** (March 2005).

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

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

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:

FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2006).

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal Information system.

FAR Clause **52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees** (December 2004)

(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.nlrb.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 canceled, 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 noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor 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.

FAR Clause **52.222-50, Combating Trafficking in Persons** (April 2006)

(a) *Definitions*. As used in this clause-- *Coercion* means--

(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means a Contractor that has no more than one employee including the Contractor. Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) *Contractor requirements*. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall--

(1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about--

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;
(ii) The actions that will be taken against employees for violation of such policy;
(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including--

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and
(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the contracting officer immediately of--
(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and
(2) Any actions taken against employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;
(2) Required subcontractor termination;
(3) Suspension of contract payments;
(4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this BAA:

SOLICITATION ATTACHMENTS:

Attachment No.	Title	Location
Attachment 1	Packaging and Delivery of Proposal	Linked to the Attachment Title
Attachment 2	Proposal Intent Response Sheet	Linked to the Attachment Title
Attachment 3	Broad Agency Announcement Description	Linked to the Attachment Title
Attachment 4	Research and Technical Objectives	Linked to the Attachment Title
Attachment 5	Reporting Requirements and Deliverables	Linked to the Attachment Title
Attachment 6	Appendix A - Additional Technical Proposal Instructions	Linked to the Attachment Title
Attachment 7	Appendix B - Additional Business Proposal Instructions	Linked to the Attachment Title

TECHNICAL PROPOSAL ATTACHMENTS: (The following attachments must be completed, where applicable, and submitted with the Technical Proposal.)

Attachment No.	Title	Location
Attachment 8:	Targeted/Planned Enrollment Table	http://rcb.cancer.gov/rcb-internet/forms/enroll-table.pdf
Attachment 9:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm
Attachment 10:	Government Notice for Handling Proposals	http://www.niaid.nih.gov/contract/forms/form7.pdf
Attachment 11:	Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption, OMB Form No. 0990-0263 (formerly Optional Form 310	http://rcb.cancer.gov/rcb-internet/forms/of310.pdf
Attachment 12:	Project Objectives, NIH 1688-1	http://rcb.cancer.gov/rcb-internet/forms/nih1688-1.pdf

BUSINESS PROPOSAL ATTACHMENTS: (The following attachments must be completed, where applicable, and submitted with the Business Proposal.)

Attachment No.	Title	Location
Attachment 13:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm

Attachment 14:	Small Business Subcontracting Plan	http://rcb.cancer.gov/rcb-internet/forms/sb-subplan-nci.pdf
Attachment 15:	Breakdown of Proposed Estimated Costs (plus Fee) with Excel Spreadsheet	http://www.niaid.nih.gov/contract/forms.htm http://ocm.od.nih.gov/contracts/spsh/spshexcl.xls
Attachment 16:	Offeror's Points of Contact	http://www.niaid.nih.gov/contract/forms.htm
Attachment 17:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf

INFORMATIONAL ATTACHMENTS: (The following Attachments and Reports will become part of any contract resulting from this BAA and will be required during contract performance.)

Attachment No.	Title	Location
Attachment 18:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf
Attachment 19:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 20:	Privacy Act System of Records *System of Records No. 09-25-0200 is applicable to this BAA.*	http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm
Attachment 21:	Safety and Health, HHSAR Clause 352.223-70	http://www.niaid.nih.gov/contract/forms/form10.pdf
Attachment 22:	Inclusion Enrollment Report	http://rcb.cancer.gov/rcb-internet/forms/inclusion-enrollment.pdf
Attachment 23:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf
Attachment 24:	Commitment To Protect Non-Public Information Contractor Agreement	http://irm.cit.nih.gov/security/Nondisclosure.pdf
Attachment 25:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 26:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SECTION K can be accessed electronically from the INTERNET at the following address:

http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf

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

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE SECTION K AND SUBMIT IT AS PART OF YOUR BUSINESS PROPOSAL.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2004)]

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

Discussions are negotiations that occur after establishment of the order of merit ranking 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).

(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 order of merit ranking exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the order of merit ranking 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 offerors, 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 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 order of merit ranking. If the Contracting Officer determines that the number of proposals that would otherwise be in the order of merit ranking exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit

the number of proposals in the order of merit ranking to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

b. **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 BAA), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

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

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

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

It is anticipated that Multiple Awards will be made from this solicitation and that the awards will be made on/about July 27, 2007.

It is anticipated that the awards from this solicitation will be a multiple-year, cost reimbursement completion type contract with a period of performance of up to 5 years, and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

d. **COMMITMENT OF PUBLIC FUNDS**

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

e. **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 BAA. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

f. **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.

g. **COMPARATIVE IMPORTANCE OF PROPOSALS**

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

h. **PREPARATION COSTS**

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

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

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

Contracting Officer
Office of Acquisitions, DEA
National Institute of Allergy and Infectious Diseases, NIH, DHHS
Room 3214, MSC 7612
6700 B ROCKLEDGE DRIVE
BETHESDA MD 20892-7612

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

(End of Provision)

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

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

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

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

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

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

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this BAA. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. 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 BAA should be placed in the following order:

I. COVER PAGE

Include BAA 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 as specified in SECTION J, List of Attachments.

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

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

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

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

(5) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this BAA.

(6) **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.

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

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

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

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

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

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

(8) **Standards for Privacy of Individually Identifiable Health Information**

The Department of Health and Human Services (DHHS) issued final modifications to the AStandards for Privacy of Individually Identifiable Health Information,@ the APrivacy Rule,@ on August 14, 2002. The Privacy Rule is a federal regulation under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 that governs the protection of individually identifiable health information and is administered and enforced by the DHHS Office for Civil Rights (OCR). Those who must comply with the Privacy Rule (classified under the Rule as Acovered entities@ must do so by April 14, 2003 (with the exception of small health plans which have an extra year to comply.

Decisions about the applicability and implementation of the Privacy Rule reside with the contractor and his/her institution. The OCR Web site (http://www.hhs.gov/ocr/) provides information of the Privacy Rule, including a complete Regulation Text and a set of decision tools on AAm I a covered entity?@ Information on the impact of the HIPAA Privacy Rule on NIH processes involving the review, award, and administration of grants, cooperative agreements and contracts can be found at: http://grants1.nih.gov/grants/guide/notice-files/NOT-OD-03-025.html.

(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 BAA pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

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

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

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

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

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

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

(10) **Selection of Offerors**

a) The acceptability of the technical portion of each research contract proposal will be evaluated by a technical review committee also known as a Scientific Review Group (SRG). The scores assigned by the

SRG are considered the final scores. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the BAA, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an Offeror.

b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.

c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

d) If the Government intends to conduct discussions prior to awarding a contract-Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the order of merit ranking. 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 order of merit ranking 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 order of merit ranking.

The SRG evaluates all the competing proposals against four (4) factors. The factors in order of importance are: technical approach, cost, past performance and Small and Disadvantaged Business (SDB) participation. The technical score determined by the SRG is the only score assigned to each proposal. The final stage of the evaluation is the establishment of an Order of Merit Ranking in which all technically acceptable proposals are ranked on the basis of their respective relevance and scientific merit.

Oral or written discussions will be conducted with Offerors selected from the Order of Merit Ranking whose proposals would comprise the best group of contractors to fill NIAID's needs for this research program based on technical approach, cost, past performance and Small and Disadvantaged Business (SDB) participation. Final selection of awards will depend upon the availability of funds, scientific priority, and program balance that the NIAID determines to exist at the time of award selection.

It is NIAID's policy to conduct discussions with all or a portion of the offerors in the order of merit. 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 order of merit shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of 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 process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.

f) The NIAID reserves the right to make a single award, multiple awards, or no award at all to the BAA. In addition, the BAA may be amended or canceled as necessary to meet NIAID requirements. Synopses of awards exceeding $25,000 will be published in FedBizOpps.

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

EACH INSTITUTION MUST:

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

(b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.

(c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.

(d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.

(e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.

(f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.

(g) Certify, in each application/proposal for funding to which the regulations applies, that:

1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;

2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;

3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and

4) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

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

the design, conduct, or reporting of the NIH-funded research.

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

(i) public disclosure of significant financial interests;
(ii) monitoring of research by independent reviewers;
(iii) modification of the research plan;
(iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
(v) divestiture of significant financial interests; or
(vi) severance of relationships that create actual or potential conflicts of interests.

(b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

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

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

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

(13) **Past Performance Information**

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

A list of the last three contracts completed during the past THREE years and THE LAST three CONTRACTS AWARDED currently in process that are similar in nature to the solicitation workscope. 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. Standard Industrial 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 is at or exceeds a total cost of $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.

(End of Provision)

(14) **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 requirement 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 .

(15) **Prohibition on Contractor Involvement with Terrorist Activities**

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

a) Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).

b) Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991).

c) Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991)

c) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).

d) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).

e) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).

b. TECHNICAL PROPOSAL INSTRUCTIONS FOR BROAD AGENCY ANOUNCEMENTS
(1) Technical Discussion TECHNICAL PROPOSAL INSTRUCTIONS

Technical Proposal Instructions for Broad Agency Announcements

1. **Technical Proposal**

The Technical Proposal consists of two major sections:

SECTION ONE - The **Statement of Work** which delineates each step or task to be carried out **after award of the contract** in order to accomplish the proposed research.

SECTION TWO - The **Detailed Proposal** which consists of three parts:

(1) **Part 1 - Technical Plan** - describes the proposed approach, methodology, and outcome in detail, including preliminary data and other documentation supporting the proposed research project;

(2) **Part 2 - Personnel** - a description of the experience and qualifications of proposed personnel and a discussion of how the project will be organized and managed; and,

(3) **Part 3 - Other Considerations.**

SECTION ONE - Offeror's Proposed Statement of Work *(recommended limit-15 pages)*
In contracts awarded under this Broad Agency Announcement, the Statement of Work will be the Statement of Work proposed by the offeror and negotiated and accepted by the NIAID. This section of the offeror's Technical Proposal should outline the steps to be taken by the contractor during performance of the contract. The offeror's proposed Statement of Work should begin as follows:

"Independently, and not as an agent of the Government, the Contractor shall furnish all necessary services, qualified professional, technical, and administrative personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, as needed to perform the tasks set forth below. Specifically the Contractor shall:"

The opening paragraph should be followed by a full Statement of Work describing each step that the contractor shall perform **after the award of the contract**, including: the tasks that will be performed to carry out the research project; how these tasks will be accomplished; and the time frame within which each task will be accomplished. Each step described in the Statement of Work will begin with the words "The Contractor shall...." Where appropriate, divide the Statement of Work into separate tasks and subtasks. An outline format should be used.

Briefly describe the work related to each task and describe the tasks in the sequence in which they will be carried out. More in depth descriptions of the proposed work should be provided in SECTION TWO of your Technical Proposal. The Statement of Work should also include a description of all items to be delivered to the Government during performance of the contract, such as progress reports, financial reports, end products, and deliverables.

SECTION TWO - Part 1-Technical Plan *(recommended limit-25 pages)*

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and its relationship to comparable work in progress elsewhere or as part of your own studies. Review pertinent work already published which is relevant to this project and your proposed approach. Provide a list of references to document published work cited in the proposal. Place the list at the end of SECTION TWO,

Part 1. This section of the Technical Plan should support the scope of the project as you propose it to be accomplished, and as outlined in your proposed Statement of Work.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly describe the general plan of work. Discuss phasing of research including rationale, experimental design, achievable milestones, and the possible or probable outcome(s) of the proposed approaches. Describe alternate approaches to be used if the primary approaches are unsuccessful. In addition, indicate the role of subcontractors in the plan of work, if applicable.

(3) Methods

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

(4) Schedule

Provide a schedule for completion of work and delivery of items specified in your proposed Statement of Work. Performance or delivery schedules should be indicated for phases or segments, as applicable, as well as for the overall project. Schedules should 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.

(5) Facilities

Describe facilities, equipment, and resources that will be used to perform all phases of the proposed project.

SECTION TWO - Part 2-Personnel-*(recommended limit-10 pages excluding letters of commitment and resumes)*

Describe the experience and qualifications of personnel who will be assigned for direct work on the project. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar research projects/programs and equipment/technologies. Special mention should be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for the project, as well as how the project will be organized and managed. If staff are to be hired, include a description of the qualifications that will be used to identify appropriate staff to fill the position(s). Include an organizational chart that clearly shows reporting relationships and lines of authority.

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

(1) Principal Investigator/Project Director

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

will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments of each individual. 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 directly responsible.

(3) Additional Personnel
List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time and part-time employment, or on a subcontract or consultant basis. Describe the technical areas, character, and extent of subcontract or consultant activity and specify anticipated sources for all such services. 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 each of the following items of information:
* 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; and
* How rights to publications and patents will be handled.
Letters of commitment should be placed at the end of SECTION TWO, Part 2.

(4) Resumes ***(recommended limit–2 single-sided pages per person)***
Resumes of all key personnel are required. Each resume must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant recent publications. Resumes should be placed as the last documents in SECTION TWO, Part 2 of the proposal.

SECTION TWO -Part-3-Other Considerations
Record and discuss specific factors, not included elsewhere, that support your proposal using specifically titled subparagraphs. Items may include:

(1) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how your Statement of Work will be accomplished within this working relationship and how intellectual property issues will be treated (if applicable).

(2) Unique arrangements, equipment, procedures, etc. that no or few organizations are likely to have which will be advantageous for effective implementation of the project.

(3) Equipment, training and unusual operating procedures established to protect personnel from any hazards associated with your project.

(4) Other factors you feel important to support your proposed research.

(5) For additional requirements to be addressed in your Technical Proposal, refer to the following Sections of this BAA, as applicable:

a. Section L, Part II (General Instructions)
• Care of Live Vertebrate Animals
• Possession, Use and Transfer of Select Biological Agents or Toxins
• Sharing Research Data

b. Section L, Part III (Technical Proposal Instructions)
• Protection of Human Subjects
• Required Education in the Protection of Human Research Participants
• Inclusion of Women and Minorities in Research Involving Human Subjects

• Inclusion of Children in Research Involving Human Subjects
• Data and Safety Monitoring in Clinical Trials
• Information Technology Systems Security

Discussion of these subjects should be placed at the end of SECTION TWO, Part 3 of the technical proposal.

(2) **Technical Evaluation**

Proposals are not evaluated against a specific Government need, as in the case of a conventional Request for Proposals (RFP), since they are not submitted in accordance with a common Statement of Work issued by the NIAID. Instead, Research and Technical Objectives are provided in the BAA that describes the research areas in which the NIAID is interested. Proposals received as a result of the BAA will be evaluated by one or more Scientific Review Group (SRG) in accordance with the Technical Evaluation Criteria specified in the BAA.

a) Project Objectives, NIH-1688-1

The offeror shall insert a completed NIH Form 1688-1, Project Objective, as provided in Section J, Attachments, behind the Title Page of each copy of the proposal, along with the AGovernment Notice for Handling Proposals.@ The NIH Form 1688-1 is to be completed as follows:

- For an **Institution of Higher Education:** The form MUST be completed in its entirety.
- For **OTHER** than an Institution of Higher Education: The starred items (Department, Service, Laboratory or Equivalent, and Major Subdivision) should be left blank.

The information required under the ASummary of Objectives@ portion of the form MUST meet the requirements set forth in the section of the form entitled, **AINSTRUCTIONS:@**

(3) **Care of Live Vertebrate Animals**

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

Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (Revised 1986, Reprinted 2000)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OER, OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW, may be contacted at Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies are of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at http://www.grants.nih.gov/grants/olaw/olaw.htm.

b. The following information must be included in the offerors technical proposal:

- identification of the species and approximate number of animals to be used;

- rationale for involving animals, and for the appropriateness of the species and numbers used;

- a complete description of the proposed use of the animals;

- a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals; and

- a description of any euthanasia method to be used.

c. If an Animal Assurance is already in place, the Offeror's proposal shall include:

-The Animal Welfare Assurance number.
-The date last certified by OLAW. (i.e. assurance letter from OLAW)
-Evidence of recent AAALAC Accreditation.

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

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

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

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

(a) **Sharing Research Data**

*[Note: This policy applies to **all** NIH contracts, regardless of dollar value, that are expected to generate research data.]*

The NIH endorses the sharing of final research data to expedite the translation of research results into knowledge, products, and procedures to improve human health. This contract is expected to generate research data. Therefore, the Offeror must submit a plan in its technical proposal for data sharing or state why data sharing is not possible. If data sharing is limited, the Offeror should explain such limitations in its data sharing plan. NIH's data sharing policy may be found at the following Web site:
http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html

[If the resultant contract is part of a collaborative program involving multiple sites, the data sharing will be

governed by a dissemination plan to be developed jointly following award. Offerors must include in their proposals a statement of willingness to work collaboratively after award with the other funded sites to prepare a joint dissemination plan. Coordinating Center proposals should describe methods to coordinate the dissemination planning and implementation. The Coordinating Center must include a budget and justification for any additional costs of this collaborative effort.]

(b) **Sharing of Model Organisms for Biomedical Research**

The NIH Research Tools Policy, also referred to as Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources: Final Notice, December 1999, supports the concept of timely sharing and distribution of research resources. In accordance with NIH Guide Notice NOT-OD-04-042, dated May 7, 2004, and the September 10, 2004 extension of this policy NOT-OD-04-066,the NIH provides further sharing guidance with particular attention on model organisms for biomedical research. Such organisms include, but are not limited to: mammalian models such as the mouse and rat, and non-mammalian models, such as budding yeast, social amoebae, round worm, fruit fly, zebra fish, and frog. Research resources to be shared include genetically modified or mutant organisms, sperm, embryos, protocols for genetic and phenotypic screens, mutagenesis protocols, and genetic and phenotypic data for all mutant strains.

Offerors must include in their technical proposal a description of a specific plan for sharing and distributing unique model organism research resources generated using NIH funding so that other researchers can benefit from these resources, OR provide appropriate reasons why such sharing is restricted or not possible. A reasonable time frame for periodic disposition of material and associated data must be specified in the proposal. In addition, the plan must address if, or how, offerors will exercise their intellectual property rights while making model organisms and research resources available to the broader scientific community. At a minimum, the plan should address the following:

- Will material transfers be made with no more restrictive terms than in a Simple Letter Agreement (SLA) (http://ott.od.nih.gov/NewPages/Rtguide_final.html#sla) for the transfer of materials or the Uniform Biological Material Transfer Agreement (UBMTA) (http://ott/od/nh/gov/NewPages/UMTA.pdf)?

- How will inappropriate Areach-through@ requirements (as discussed in the NIH Research Tools Policy) on materials transferred be discussed?

- How will technologies remain widely available and accessible to the research community, for example, if any intellectual property rights arise for which a patent application may be filed?

Offerors may request funds in their cost proposal to defray reasonable costs associated with sharing materials or data or transfer of model organisms and associated data to appropriate repositories.

<u>IMPORTANT NOTE TO OFFERORS</u>: The following paragraphs [(5) through (11)] shall be addressed, as applicable, in a SEPARATE SECTION of the Technical Proposal entitled, "HUMAN SUBJECTS."

(5) **Human Subjects**

The following notice is applicable when contract performance is expected to involve risk to human subjects:
Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects (MARCH 2005)

(a) Copies of the Department of Health and Human Services (Department) regulations for the protection of human subjects, 45 CFR Part 46, are available from the Office for Human Research Protections (OHRP), Bethesda, Maryland 20892. The regulations provide a systematic means, based on established ethical principles, to safeguard the rights and welfare of individuals who participate as subjects in research activities supported or conducted by the Department.

(b) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information. The regulations extend to the use of human organs, tissue, and body fluids from individually identifiable human subjects as well as to graphic, written, or recorded information derived from individually identifiable human subjects. The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

(c) Activities in which the only involvement of human subjects will be in one or more of the categories set forth in 45 CFR 46.101(b)(1-6) are exempt from coverage.

(d) Inappropriate designations of the noninvolvement of human subjects or of exempt categories of research in a project may result in delays in the review of a proposal. The OpDiv will make a final determination of whether the proposed activities are covered by the regulations or are in an exempt category, based on the information provided in the proposal. In doubtful cases, prior consultation with OHRP, (telephone: 301-496-7005), is recommended.

(e) In accordance with 45 CFR Part 46, prospective Contractors being considered for award shall be required to file with OHRP an acceptable Assurance of Compliance with the regulations, specifying review procedures and assigning responsibilities for the protection of human subjects. The initial and continuing review of a research project by an institutional review board shall assure that the rights and welfare of the human subjects involved are adequately protected, that the risks to the subjects are reasonable in relation to the potential benefits, if any, to the subjects and the importance of the knowledge to be gained, and that informed consent will be obtained by methods that are adequate and appropriate. The contracting officer will direct the offeror/contractor to the OHRP IRB Registration and Assurance Filing website, found at http://www.hhs.gov/ohrp/ or to the physical address if the offeror/contractor cannot access the Internet. HHS regulations for the protection of human subjects may be found at:

http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr46_01.html

(f) It is recommended that OHRP be consulted for advice or guidance concerning either regulatory requirements or ethical issues pertaining to research involving human subjects.

(End of provision)

Instructions to Offerors Regarding Protection of Human Subjects

Offerors must address the following human subjects protections issues if this contract will be for research involving human subjects (note: under each of the following points below, the offeror should indicate whether the information provided relates to the primary research site, or to a collaborating performance site(s), or to all sites:

(a) Risks to the subjects

Human Subjects Involvement and Characteristics:

-Describe the proposed involvement of human subjects in response to the solicitation.

-Describe the characteristics of the subject population, including their anticipated number, age range, and health status.

-Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as fetuses, pregnant women, children, prisoners, institutionalized individuals, or others who are likely to be vulnerable populations.

Sources of Materials:

- Identify the sources of research material obtained from individually identifiable living human subjects in the form of specimens, records, or data. Indicate whether the material or data will be obtained specifically for research purposes or whether use will be made of existing specimens, records, or data.

Potential Risks:

- Describe the potential risks to subjects (physical, psychological, social, legal, or other) and assess their likelihood and seriousness to the subjects.

-Describe alternative treatments and procedures, including the risks and benefits of the alternative treatments and procedures, to participants in the proposed research, where appropriate.

(b) Adequacy of Protection Against Risks

Recruitment and Informed Consent:

-Describe plans for the recruitment of subjects and the procedures for obtaining informed consent. Include a description of the circumstances under which consent will be sought and obtained, who will seek it, the nature of the information to be provided to prospective subjects, and the method of documenting consent. The informed consent document for the contractor and any collaborating sites should be submitted only if requested elsewhere in the solicitation. Be aware that an IRB-approved informed consent document for the contractor and any participating collaborative sites must be provided to the Government prior to patient accrual or participant enrollment.

Protection Against Risk:

-Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness.

-Discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects where appropriate.

-In studies that involve interventions, describe the provisions for data and safety monitoring of the research to ensure the safety of subjects.

(c) Potential Benefits of the Proposed Research to the Subjects and Others

-Discuss the potential benefits of the research to the subjects and others.

-Discuss why the risks to subjects are reasonable in relation to the anticipated benefits to subjects and others.

-Describe treatments and procedures that are alternatives to those provided to the participants by the proposed research, where appropriate.

(d) Importance of the Knowledge to be Gained

-Discuss the importance of the knowledge gained or to be gained as a result of the proposed research.

-Discuss why the risks to subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

Note: If a test article (investigational new drug, device, or biologic) is involved, name the test article and state whether the 30-day interval between submission of offeror's certification to the Food and Drug Administration (FDA) and its response has elapsed or has been waived and/or whether the FDA has withheld or restricted use of the test article.

Collaborating Site(s)

When research involving human subjects will take place at collaborating site(s) or other performance site(s), the offeror must provide in this section of its proposal a list of the collaborating sites and their assurance numbers. Further, if you are awarded a contract, you must obtain in writing, and keep on file, an assurance from each site that the previous points have been adequately addressed at a level of attention that is at least as high as that documented at your organization. Site(s) added after an award is made must also adhere to the above requirements.

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

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

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

Curricula that are readily available and meet the educational requirement include the NIH on-line tutorial, titled "Protection of Human Research Subjects: Computer-Based Training for Researchers," available at http://ohsr.od.nih.gov/cbt/. You may download the information at this site at no cost and modify it, if desired. The University of Rochester has made its training program available for individual investigators. Completion of this program will also satisfy the educational requirement. The University of Rochester manual can be obtained through Centerwatch, Inc. at
http://www.centerwatch.com/order/pubs_profs_protect.html.
In addition, the NCI sponsors an online training course at:
http://cme.cancer.gov/clinicaltrials/learning/humanparticipant-protections.asp.
If an institution already has developed educational programs on the protection of research participants,

completion of these programs also will satisfy the educational requirement.

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

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

It is NIH policy that women and members of minority groups and their sub-populations must be included in all NIH-supported clinical research projects involving human subjects, unless a clear and compelling rationale and justification establishes to the satisfaction of the relevant Institute/Center Director that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research. The Director, NIH, may determine that exclusion under other circumstances is acceptable, upon the recommendation of an Institute/Center Director, based on a compelling rationale and justification. Cost is not an acceptable reason for exclusion except when the study would duplicate data from other sources. Women of childbearing potential should not be routinely excluded from participation in clinical research. This policy results from the NIH Revitalization Act of 1993 (Section 492B of Public Law 103-43), ***and applies to research subjects of all ages***.

All investigators proposing research involving human subjects should read the UPDATED "NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research, Amended October 2001," published in the NIH Guide for Grants and Contracts on October 9, 2001 at the following web site:
http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm

These guidelines contain a definition of **clinical research** adopted in June 2001, as: "(1) Patient-oriented research. Research conducted with human subjects (or on material of human origin such as tissues, specimens and cognitive phenomena) for which an investigator (or colleague) directly interacts with human subjects. Excluded from this definition are in vitro studies that utilize human tissues that cannot be linked to a living individual. Patient-oriented research includes (a) mechanisms of human disease, (b) therapeutic interventions, (c) clinical trials, and (d) development of new technologies; (2) Epidemiologic and behavioral studies; and (3) Outcomes research and health services research," at:
(http://www.nih.gov/news/crp/97report/execsum.htm).

Information Required for ALL Clinical Research Proposals

This solicitation contains a review criterion addressing the adequacy of: (1) the offeror's plans for inclusion of women and minorities in the research proposed; or (2) the offeror's justification(s) for exclusion of one or both groups from the research proposed.

Provide information on the composition of the proposed study population in terms of sex/gender and racial/ethnic groups and provide a rationale for selection of such subjects in response to the requirements of the solicitation. The description may include (but is not limited to) information on the population characteristics of the disease or condition being studied in the planned research, and/or described in the statement of work, national and local demography, knowledge of the racial/ethnic/cultural characteristics of the population, prior experience and collaborations in recruitment and retention of the populations and subpopulations to be studied, and the plans, arrangements and letters of commitment from relevant community groups and organizations for the planned research.

The proposal must include the following information:

- A description of the subject selection criteria
- The proposed dates of enrollment (beginning and end)
- A description of the proposed outreach programs for recruiting women and minorities as subjects
- A compelling rationale for proposed exclusion of any sex/gender or racial/ethnic group
- The proposed sample composition using the ATargeted/Planned Enrollment Table@(see Section J,

Attachments)

NOTE 1: *For all proposals, use the ethnic and racial categories and complete the ATargeted/Planned Enrollment Table in accordance with the Office of Management and Budget (OMB) Directive No. 15, which may be found at: http://www.whitehouse.gov/OMB/fedreg/ombdir15.html.*

Standards for Collecting Data. When you, as a contractor, are planning data collection items on race and ethnicity, you shall use, at a minimum, the categories identified in OMB Directive No. 15. The collection of greater detail is encouraged. However, you should design any additional, more detailed items so that they can be aggregated into these required categories. Self-reporting or self-identification using two separate questions is the preferred method for collecting data on race and ethnicity. When you collect race and ethnicity separately, you must collect ethnicity first. You shall offer respondents the option of selecting one or more racial designations. When you collect data on race and ethnicity separately, you shall also make provisions to report the number of respondents in each racial category who are Hispanic or Latino. When you present aggregate data, you shall provide the number of respondents who selected only one category, for each of the five racial categories. If you collapse data on multiple responses, you shall make available, at a minimum, the total number of respondents reporting Amore than one race.@ Federal agencies shall not present data on detailed categories if doing so would compromise data quality or confidentiality standards.

In addition to the above requirements, solicitations for **NIH defined Phase III clinical trials**[1] require that*:* a) all proposals and/or protocols provide a description of plans to conduct analyses, as appropriate, to detect significant differences in intervention effect (see NIH Guide:

http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm, Definitions - Significant Difference),

by sex/gender, racial/ethnic groups, and relevant subpopulations, if applicable; and b) all contractors to report annually cumulative subject accrual, and progress in conducting analyses for sex/gender and race/ethnicity differences.

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

Also, the proposal must include one of the following plans:

- Plans to conduct valid analysis to detect significant differences in intervention effect among sex/gender and/or racial/ethnic subgroups when prior studies strongly support these significant differences among subgroups, OR

- Plans to include and analyze sex/gender and/or racial/ethnic subgroups when prior studies strongly support no significant differences in intervention effect between subgroups, OR

- Plans to conduct valid analyses of the intervention effect in sex/gender and/or racial/ethnic subgroups (without requiring high statistical power for each subgroup) when the prior studies neither support nor negate significant differences in intervention effect between subgroups.

Use the form entitled, "Targeted/Planned Enrollment Table," when preparing your response to the solicitation requirements for inclusion of women and minorities. (See Section J-List of Documents, Exhibits and Other Attachments of the RFP)

1

See NIH Guide http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm, for the Definition of an ANIH-Defined Phase III clinical trial.

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

Use the form entitled, "Inclusion Enrollment Report," for reporting in the resultant contract.

(8) **Inclusion of Children in Research Involving Human Subjects**

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

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

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

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

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

Inclusion of children as participants in research must be in compliance with all applicable subparts of 45 CFR 46 as well as other pertinent laws and regulations whether or not such research is otherwise exempted from 45 CFR 46. Therefore, any proposals must include a description of plans for including children, unless the offeror presents clear and convincing justification for an exclusion. The AHuman Subjects@ section of your technical proposal should provide either a description of the plans to include children and a rationale for selecting or excluding a specific age range of child, or an explanation of the reason(s) for excluding children as participants in the research. This solicitation contains a review criterion addressing the adequacy of: (1) the plans for including children as appropriate for the scientific goals of the research; and/or (2) the justification of exclusion of children or exclusion of a specific age range of children.

When children are included, the plan also must include a description of: (1) the expertise of the investigative team for dealing with children at the ages included; (2) the appropriateness of the available facilities to accommodate the children; and, (3) the inclusion of a sufficient number of children to contribute to a meaningful analysis relative to the purpose/objective of the solicitation.

Justifications for Exclusion of Children

It is expected that children will be included in all research involving human subjects unless one or more of the following exclusionary circumstances can be fully justified:

- The objective of the solicitation is not relevant to children.
    - There are laws or regulations barring the inclusion of children in the research to be conducted under the solicitation.
    - The knowledge being sought in the research is already available for children or will be obtained from another ongoing study, and an additional study will be redundant. You should provide documentation of other studies justifying the exclusion.
    - A separate, age-specific study in children is warranted and preferable. Examples include:

- The relative rarity of the condition in children, as compared with adults (in that extraordinary effort would be needed to include children); or
- The number of children is limited because the majority are already accessed by a nationwide pediatric disease research network; or
- Issues of study design preclude direct applicability of hypotheses and/or interventions to both adults and children (including different cognitive, developmental, or disease stages of different age-related metabolic processes); or
- Insufficient data are available in adults to judge potential risk in children (in which case one of the research objectives could be to obtain sufficient adult data to make this judgment). While children usually should not be the initial group to be involved in research studies, in some instances, the nature and seriousness of the illness may warrant their participation earlier based on careful risk and benefit analysis; or
- Study designs aimed at collecting additional data on pre-enrolled adult study subjects (e.g., longitudinal follow-up studies that did not include data on children);
- Other special cases justified by the offeror and found acceptable to the review group and the Institute Director

Definition of a Child

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

The definition of child described above will pertain to this solicitation (notwithstanding the FDA definition of a child as an individual from infancy to 16 years of age, and varying definitions employed by some states). Generally, State laws define what constitutes a Achild,@ and such definitions dictate whether or not a person can legally consent to participate in a research study. However, State laws vary, and many do not address when a child can consent to participate in research. Federal Regulations (45 CFR 46, subpart D, Sec.401-409) address DHHS protections for children who participate in research, and rely on State definitions of Achild@ for consent purposes. Consequently, the children included in this policy (persons under the age of 21) may differ in the age at which their own consent is required and sufficient to participate in research under State law. For example, some states consider a person age 18 to be an adult and therefore one who can provide consent without parental permission.

(9) **Research Involving Prisoners as Subjects**

a. HHS Regulations at 45 CFR Part 46, Subpart C provide additional protections pertaining to biomedical and behavioral research involving prisoners or those individuals who, during the period of the contract become prisoners, as subjects. These regulations also set forth the duties of the Institutional Review Board (IRB) where prisoners are involved in the research. HHS-funded research involving prisoners as subjects may not proceed until the Office for Human Research Protections (OHRP) issues approval, in writing, as required by 45 CFR 46.306(a)(2). In addition, OHRP Guidance on the Involvement of Prisoners in Research may be found at: http://www.hhs.gov/ohrp/humansubjects/guidance/prisoner.pdf.

b. HHS Waiver for Epidemiological Research Involving Prisoners as Subjects

On June 20, 2003 the Secretary of HHS waived the applicability of certain provisions of Subpart C of 45 CFR Part 46, (Additional DHHS Protections Pertaining to Biomedical and Behavioral Research Involving Prisoners as Subjects) to specific types of epidemiological research involving prisoners as subjects.

The applicability of 45 CFR 46.305(a)(1) and 46.306(a)(2) for certain epidemiological research conducted or funded by DHHS is waived when:

1. The sole purposes are:

a) to describe the prevalence or incidence of a disease by identifying all cases, or

b) to study potential risk factor associations for a disease, and

2. The Institution responsible for the conduct of the research certifies to the OHRP that the Institutional Review Board (IRB) approved the research and fulfilled its duties under 45 CFR 46.305(a)(2-7) and determined and documented that:

a) the research presents no more than minimal risk, and
b) no more than inconvenience to the prisoner-subjects, and
c) prisoners are not a particular focus of the research.

For more information about this Waiver see http://www.hhs.gov/ohrp/special/prisoners/Prisoner waiver 6-20-03.pdf

c) Research Involving Human Fetal Tissue

Human Fetal Tissue means tissue or cells obtained from a dead human fetus, including human embryonic stem cells, human pluripotent stem cells and human embryonic germ cells.

The governing federal statute is the Public Health Service Act, 42 U.S.C. 289g-1 and 289g-2. Implementing regulations and guidance for conducting research on human fetal tissue may be found at 45 CFR 46, Subpart B and http://grants1.nih.gov/grants/guide/notice-files/not93-235.html and any subsequent revisions to this NIH Guide to Grants and Contracts ("Guide") Notice.

By signing the face page of the proposal, the offeror (authorized institutional official) certifies that researchers using human fetal tissue are in compliance with 42 USC 289g-2. This statute specifically prohibits any person from knowingly acquiring, receiving, or transferring any human fetal tissue for valuable consideration. "Valuable consideration" is a concept similar to profit, and does not include reasonable payment for costs associated with the collection processing, preservation, storage, quality control or transportation of these tissues.

Research involving the transplantation of human fetal tissue must be conducted in accordance with applicable Federal, State and local law.

(10) **Research Involving Recombinant DNA Molecules (including Human Gene Transfer Research)**
Recombinant DNA Molecules are either 1) molecules that are constructed outside of living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell, or 2) DNA molecules that result from the replication of those described in 1).

The NIH Guidelines for Research Involving Recombinant DNA Molecules at:
(http://www4.od.nih.gov/oba/rac/guidelines/guidelines.html and the May 28, 2002 Notice, Compliance with the NIH Guidelines for Research Involving Recombinant DNA Molecules at:
(http://grants1.nih.gov/grants/guide/notice-files/NOT-OD-02-052.html)
and any subsequent revisions to the Guide Notice) stipulates biosafety and containment measures for recombinant DNA research and delineates critical, ethical principles and key safety reporting requirements for human gene transfer research (See Appendix M of the NIH Guidelines). These guidelines apply to both basic and clinical research studies.

The Recombinant DNA Advisory Committee (RAC) is charged with the safety of manipulation of genetic material through the use of recombinant DNA techniques. Prior to beginning any clinical trials involving the transfer of recombinant DNA to humans, the trial must be registered with the RAC. If this contract involves new protocols that contain unique and//or novel issues, the RAC must discuss them in a public forum and then the Institutional Biosafety Committee (IBC), the Institutional Review Board (IRB), and the project officer and contracting officer must approve the protocol prior to the start of the research.

Failure to comply with these requirements may result in suspension, limitation, or termination of NIH funding for any work related to Recombinant DNA Research or a requirement for the contracting officer=s prior approval of any or all Recombinant DNA projects under any contract awarded from this solicitation. This includes the

requirements of the Standing Institutional Biosafety Committee (IBC) (See http://www4.od.nih.gov/oba/IBC/IBCindexpg.htm).

As specified in Appendix M-1-C-4 of the NIH Guidelines, any serious adverse event must be reported immediately to the IRB, the IBC, the Office for Human Research Protections (if applicable), and the NIH Office for Biotechnology Activities (OBA), followed by the filing of a written report with each office/group and copies to the project officer and contracting officer, at:
(http://www4.od.nih.gov/oba/rac/guidelines_02/Appendix_M.htm#_Toc7255836).

(11) **Possession, Use and Transfer of Select Biological Agents or Toxins**

Notice to Offerors of Requirements of: 42 CFR Part 73, Possession, Use, and Transfer of Select Agents and Toxins (relating to public health and safety):
(http://www.cdc.gov/od/sap/42_cfr_73_final_rule.pdf);
7 CFR Part 331, Possession, Use, and Transfer of Select Agents and Toxins (relating to plant health or plant products) (http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf); and,
9 CFR Part 121, Possession, Use, and Transfer of Select Agents and Toxins (relating to human and animal health, animal health or animal products)
(http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf) - March 18, 2005.

These regulations implement the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, and the Agricultural Bioterrorism Protection Act of 2002. They are designed to improve the ability of the United States Government to prevent, prepare for, and respond to bioterrorism and other public health emergencies. These regulations establish requirements regarding registration, security risk assessments, safety plans, security plans, emergency response plans, training, transfers, record keeping, inspections, and notifications.

Listings of HHS select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at http://www.cdc.gov/od/sap/ and http://www.cdc.gov/od/sap/docs/salist.pdf. Listings of USDA select agents and toxins as well as information about the registration process for domestic institutions are available on the APHIS/USDA website at http://www.aphis.usda.gov/programs/ag_selectagent/index.html and http://www.aphis.usda.gov/programs/ag_selectagent/ag_bioterr_forms.html. For foreign institutions, see the NIAID Select Agent Award information (http://www.niaid.nih.gov/ncn/clinical/default_biodefense.htm).

If the proposed contract will not involve Select Agents, the offeror must include a statement in its technical proposal that the work does not now nor will it in the future (i.e. throughout the life of the award) involve Select Agents.

Domestic Institutions

For prime or subcontract awards to domestic institutions that possess, use, and/or transfer Select Agents under this contract, the domestic institution must:

$ include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.

$ comply with 42 CFR part 73, 7 CFR part 331 and/or 9 CFR part 121 at:
http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf, as required, before using NIH funds for research involving Select Agents. No NIH funds can be used for research involving Select Agents if the final registration certificate is denied.

Foreign Institutions

For prime or subcontract awards to foreign institutions that possess, use, and/or transfer Select Agents under this contract, the foreign institution must:

$ include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.

$ when requested during negotiations, provide information satisfactory to the NIAID/NIH that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at: http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf for U.S. institutions are in place and will be administered on behalf of all Select Agent work under the resulting contract. The process for making this determination includes inspection of the foreign laboratory facility by an NIAID representative. During this inspection, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of all individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents.

An NIAID-chaired committee of U.S. federal employees (including representatives of NIH grants/contracts and scientific program management, CDC , Department of Justice and other federal intelligence agencies, and Department of State) will ultimately assess the results of the facility inspection, the regulations, policies, and procedures of the foreign institution for equivalence to the U.S. requirements described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:
http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf.
The committee will provide recommendations to the DEA Director, NIAID. The DEA Director will make the approval decision and notify the Contracting Officer. The Contracting Officer will inform the prime contractor of the approval status of the foreign institution. No NIH funds can be used for research involving Select Agents at a foreign institution until NIAID grants this approval.

(12) **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "Information Security."

The Statement of Work (SOW) requires the successful offeror to develop or access Federal automated information systems. Pursuant to the DHHS Information Security Program Policy (http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc), the following requirements apply:

(a) Information Type

[ ] Administrative, Management and Support Information:

[X] Mission Based Information:

(b) Security Categories and Levels

Confidentiality	Level:	**[X]** Low	**[ ]** Moderate	**[ ]** High
Integrity	Level:	**[X]** Low	**[ ]** Moderate	**[ ]** High
Availability	Level:	**[X]** Low	**[ ]** Moderate	**[ ]** High
Overall	**Level:**	**[X] Low**	**[ ] Moderate**	**[High**

(c) Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each contractor employee that the successful offeror proposes to work under the contract. For proposal preparation purposes, the following designations apply:

[ ] Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI). Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

[ ] Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI). Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[X] Level 1: Non Sensitive (Requires Suitability Determination with an NACI). Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the contractor will be required to submit a roster of all IT staff working under the contract. The Government will determine the appropriate level of suitability investigation required for each staff member.

Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

(d) Systems Security Plan

The offeror's proposal must:

$ Include a detailed plan of its present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. Offerors must use:
NIH Systems Security Plan Template (detailed) at:
http://irm.cit.nih.gov/security/secplantemp.doc; or
NIH Systems Security Plan Outline (outline only) at:
http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

OR

(1) Include a plan commensurate with the size and complexity of the requirements of the Statement of Work. The minimum areas to be addressed include, but are not limited to administrative, technical, and physical security as follows:
- (i) Security Awareness Training
- (ii) Logical Access Control
  - -Network (ex: firewall)
  - -System (ex: network OS, tcp wrappers, SSH)
  - -Application (ex: S-LDAP, SSL)
  - -Remote Access (ex: VPN)
  - -Monitoring and support (ex: IDS, pager, NOC)
- (iii) Protection against data loss
  - -OS security (ex: patch management, configuration)
  - -Application security (ex: patch management)
  - -Database security
  - -Back-up and recovery
  - -Fault tolerance, high availability
- (iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
- (v) Physical Security
  - -Access control (ex: locks, guards)
  - -Power conditioning and/or UPS
  - -Air conditioning
  - -Fire protection

Include an acknowledgment of its understanding of the security requirements.

Provide similar information for any proposed subcontractor developing or accessing an AIS.

The SSP that the offeror must submit with its proposal shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.

(e) Information Systems Security Training

DHHS policy requires contractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor employee has completed the NIH Computer Security Awareness Training course(http://irtsectraining.nih.gov/) prior to performing any contract work, and on an annual basis thereafter, during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements (http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf). This document provides information about information security training that may be useful to potential offerors.

(f) Prospective Offeror Non-Disclosure Agreement

The Government has determined that prospective offerors will require access to Federal information described below in order to prepare an offer.

Any individual having access to this information must possess a valid and current suitability determination at the following level: N/A

[ ] Level 6: Public Trust - High Risk
[ ] Level 5: Public Trust - Moderate Risk

To be considered for access to Federal information, a prospective offeror must:

- $ Submit a written request to the Contracting Officer identified in the solicitation;
- $ Complete and submit the APrespective Offeror Non-Disclosure Agreement@ provided as an attachment in Section J of this solicitation; and
- $ Receive written approval from the Contracting Officer.

Prospective offerors are required to process their requests for access, receive Government approval, and then access the Federal information within the period of time provided in the solicitation for the preparation of offers.

Nothing in this provision shall be construed, in any manner, by a prospective offeror as an extension to the stated date, time, and location in the solicitation for the submission of offers.

(g) References

DHHS Information Security Program Policy:
http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc
DHHS Personnel Security/Suitability Handbook: http://www.hhs.gov/ohr/manual/pssh.pdf
NIH Systems Security Plan Template: http://irm.cit.nih.gov/security/secplantemp.doc
NIH Systems Security Plan Outline: http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
NIH Computer Security Awareness Training Course: http://irtsectraining.nih.gov/
NIST Special Publication 800-16, Information Technology Security Training Requirements:
http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf
Appendix A-D:
http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf
NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems:
http://csrc.nist.gov/publications/nistpubs/index.html
NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I: http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf
NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II: http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf
NIST SP 800-64, Security Considerations in the Information System Development Life Cycle:
http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

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

(2) Proposal Cover Sheet

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

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

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

(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 price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the 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.

[Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.]

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

1. **Direct Labor**

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

2. **Materials**

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

3. **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over $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 in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

5. **Purchased Parts**

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

6. **Fringe Benefits**

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

7. **Indirect Costs**

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

8. **Special Equipment**

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

9. **Travel**

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

10. **Other Costs**

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

(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 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 submit cost or pricing data and supporting attachments in the following format:

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

(5) **Salary Rate Limitation in Fiscal Year 2006**

Offerors are advised that pursuant to P.L. 109-149, no NIH Fiscal Year 2006 (October 1, 2005 - September 30, 2006) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

This does not preclude the Offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 109-149 applies only to Fiscal Year 2006 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 109-149 states in pertinent part:

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

LINK TO EXECUTIVE SCHEDULE SALARIES: http://www.opm.gov/oca/06tables/indexSES.asp

***Note to Offerors:** The current Fiscal Year Executive Level I Salary Rate should be adhered to in the preparation of your proposal. All costs associated with any resultant contract award shall be in compliance with the current Fiscal Year 2006 Executive Level I Salary rates.*

(6) **Small Business Subcontracting Plan**

If the proposed contract exceeds a total estimated cost of $500,000 for the entire period of performance, the apparent successful Offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment 14 to this BAA is an example of such a plan.

a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

c) The Offeror understands that:

(1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.

(2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HUBZONE Small Businesses, Veteran-Owned Small

Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.

(3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the Offeror, the Offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

(4) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.

(5) It is the Offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the Offeror's plan will be judged independent of the other.

(6) The Offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

d) Each plan must contain the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.

(2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

(3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and/or Service Disabled Veteran-Owned Small Business Concerns.

(4) A description of the method used to develop the subcontracting goals.

(5) A description of the method used to identify potential sources for solicitation purposes.

(6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program and a description of his/her duties.

(8) A description of the efforts the Offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.

(9) Assurances that the Offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of $500,000 adopt a plan similar to the plan agreed upon by the Offeror.

(10) Assurances that the Offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.

(11) List the types of records the Offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the Offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZONE, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

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

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements.

The anticipated minimum goals for this BAA are as follows:

23% for Small Business
5% for Small Disadvantaged Business
5% for Women-Owned Small Business
3% for HUBZONE Small Business
3% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

(7) **HUBZONE Small Business Concerns**

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

(8) **Extent of Small Disadvantaged Business Participation**

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed $500,000 ($1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled AExtent of Small Disadvantaged Business Participation@ as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes.

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) code, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). TheNAICS codes can be found at:
http://www.sba.gov/size

The Department of Commerce website for the annual determination for NAICS codes* is:
http://www.arnet.gov/References/sdbadjustments.htm.

**Note: Public Law 103-355 which authorized the SDB Price Evaluation Adjustment (PEA) and associated percentages/factors expired on December 9, 2004, therefore, the percentages shown at this website are no longer applicable.*

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

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

EXAMPLE

Targets for SDB Participation - NAICS Subsector 223

	SDB Percentage of Total Contract Value	**SDB Dollars**
Total Contract Value- $1,000,000	25%	$250,000
SDB Participation by Prime	10%	$100,000
(Includes joint venture partners and team arrangements)*		
SDB Participation by subcontractors	15%	$150,000

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

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

a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.

b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).

c) Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

(10) **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).

(11) **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this BAA, 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 BAA**

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 BAA. 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 BAA.

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 BAA.

d) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this BAA; 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 BAA. 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 BAA 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.

(12) **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 BAA, the proposal must include comprehensive justification which includes:

(a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.

(b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

(2) The Offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.

(3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

b) **Royalties**

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

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

The Offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This

submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

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

d) **Financial Capacity**

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

e) **Incremental Funding**

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

f) **Facilities Capital Cost of Money**, FAR 52.215-16, (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 FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

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

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

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

(13) **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 BAA 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/BAAs/FDP/FDPclausecover.htm

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

All offerors included in the order of merit will be required to submit a copy of the organization's most recent annual financial report.

(15) **Representations and Certifications**

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

(16) **Travel Costs/Travel Policy**

a) **Travel Costs - Commercial**

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

b) **Travel Policy**

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

(17) **Certification of Visas for Non-U.S. Citizens**

Proposed personnel under research projects are not required to be citizens of the United States. However, if non-U.S. citizens are proposed under a contract to be performed in the United States and its outlying areas, then the Offeror must indicate in the proposal that these individuals have the required visas.

SECTION M - EVALUATION FACTORS FOR AWARD

I. GENERAL

Selection of an Offeror for contract award will be based on an evaluation of proposals against four (4) factors. The factors in order of importance are: technical approach, cost, past performance and Small and Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, cost/price, past performance and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make awards to those Offerors whose proposals provide the best overall value to the Government.

All technical proposals will undergo evaluation by a peer review group also known as a Scientific Review Group (SRG).The final stage of the evaluation is the establishment of an Order of Merit Ranking in which all technically acceptable proposals are ranked on the basis of their respective relevance and scientific merit. Final selection of awards will depend upon the availability of funds, clinical relevance of the technical proposal that the NIAID determines to exist at the time of award selection.

The estimated cost of an offer must be reasonable for the tasks to be performed, and, in accordance with FAR 15.305, will be subject to a cost realism analysis by the Government.
Offerors must demonstrate in their proposals that they have the necessary expertise and capabilities for conducting the research as requested by this solicitation. Each proposal must document the feasibility of successful implementation of the requirements of the BAA.

II. TECHNICAL EVALUATION CRITERIA

Proposals submitted in response to this BAA, including the Offeror's specific Statement of Work, will be evaluated based on the factors listed below, weighted according to their relative importance. Sub-criteria are listed in order of descending importance:

A. TECHNICAL EVALUATION CRITERIA FOR RESEARCH AREA 1: IDENTIFICATION, VALIDATION AND CHARACTERIZATION OF NOVEL ALLERGENS

1. SCIENTIFIC RATIONALE AND TECHNICAL APPROACH **60 Points**

Soundness, appropriateness, adequacy and feasibility of the scientific and technical approach to identify, validate, and characterize novel allergens from allergic sources of clinical importance with respect to the following:

a. Experimental methods to identify, validate, and characterize novel allergens, including the experimental design, the rationale for experimental approaches and selection of the allergic source(s) to be used, and alternative approaches to be used if these methods do not achieve the defined goals. Also to be evaluated, if applicable, will be the rationale for the proposed allergic patient population(s), procedures for the selection of human blood donors and for obtaining human peripheral blood (including the selection of blood donors with confirmed allergies). Where applicable, the soundness, appropriateness, adequacy and feasibility of studies proposing the collection and evaluation of human specimens, including the scientific qualifications of the Principal Investigator of the clinical study from which human specimens will be obtained.
b. The Statement of Work to describe all the necessary activities, services, personnel, materials, equipment and facilities to be provided by Offerors to perform the proposed work.
c. Project Plan, including specific milestones for meeting project goals and the proposed timelines for achieving each milestone.
d. The proposed data management system and the Data Management Plan for the collection, storage, quality control, analysis and management of all contract-generated data.
e. The plan for sharing data and resources with the scientific research community, including the proposed public website for dissemination of contract-generated data and any methods, technologies and procedures proposed to obtain novel allergens that are developed under the contract.

2. PERSONNEL QUALIFICATIONS AND CAPABILITIES **20 points**

a. Principal Investigator: Documented training, related experience, expertise, and level of effort of the Principal Investigator for planning, managing and directing the proposed studies, including experience with projects of similar size and complexity.
b. Other Scientific and Technical Staff: Documented training, related experience, expertise, and level of effort of the proposed scientific and technical staff, including all proposed subcontractors, and documented capability to perform their roles in the proposed studies, including experience with projects of similar size and complexity.

3. PROJECT MANAGEMENT **10 points**

a. Adequacy of the Project Management Plan in terms of staffing, organization, responsibilities, leadership and lines of authority.
b. Suitability of systems proposed for tracking project activities and monitoring progress, timelines, and budgets.
c. Suitability of the plan for how the PI will communicate with the Project Officer and the Contracting Officer, as well as establish lines of communication between all performance sites and activities.
d. Adequacy of the plan to protect and share confidential information with the External Scientific Advisory Group members.
e. Suitability of the plan to organize the Annual Review Meetings and provide for a thorough assessment of contract status, progress, problems, and approaches to their resolution, and future plans.

4. FACILITIES, EQUIPMENT AND OTHER RESOURCES **10 Points**

Adequacy and documented availability of the Offeror's facilities, equipment, and resources needed to carry out the proposed research and meet the goals and specific objectives of this solicitation.

TOTAL POINTS = 100

B. TECHNICAL EVALUATION CRITERIA FOR RESEARCH AREA 2: IDENTIFICATION AND VALIDATION OF ALLERGEN-SPECIFIC T CELL EPITOPES

1. SCIENTIFIC RATIONALE AND TECHNICAL APPROACH **60 Points**

Soundness, appropriateness, adequacy and feasibility of the scientific and technical approach to identify and validate specific T cell epitopes from allergens of clinical importance with respect to the following:

a. Experimental methods to identify and validate allergen-specific T cell epitopes, including the experimental design, the rationale for experimental approaches, and alternative approaches to be used if these methods do not achieve the defined goals. Also to be evaluated will be procedures for obtaining human peripheral blood (including the selection of blood donors with confirmed allergies). Where applicable, the soundness, appropriateness, adequacy and feasibility of studies proposing the collection and evaluation of human specimens, including the scientific qualifications of the Principal Investigator of the clinical study from which human specimens will be obtained.
b. The Statement of Work to describe all the necessary activities, services, personnel, materials, equipment and facilities to be provided by the Offeror to perform the proposed work
c. Project Plan, including specific milestones for meeting project goals and the proposed timelines for achieving each milestone.
d. The proposed data management system and the Data Management Plan for the storage, quality control and management of all contract-generated data.
e. The Plan for sharing data and resources with the broader research community.

2. PERSONNEL QUALIFICATIONS AND CAPABILITIES **20 Points**

a. Principal Investigator: Documented training, related experience, expertise, and level of effort of the Principal Investigator for planning, managing and directing the proposed studies, including experience with projects of similar size and complexity.
b. Other Scientific and Technical Staff: Documented training, related experience, expertise, and level of effort of the proposed scientific and technical staff, including all proposed subcontractors, and their documented capability to perform their roles in the proposed studies, including experience with projects of similar size and complexity.

3. PROJECT MANAGEMENT **10 Points**

a. Adequacy of the Project Management Plan in terms of staffing, organization, responsibilities, leadership and lines of authority.
b. Suitability of systems proposed for tracking project activities and monitoring progress, timelines, and budgets.
c. Suitability of the plan for how the PI will communicate with the Project Officer and the Contracting Officer, as well as establish lines of communication between all performance sites and activities.
d. Adequacy of the plan to protect and share confidential information with the External Scientific Advisory Group members.
e. Suitability of the plan to organize the Annual Review Meetings and provide for a thorough assessment of contract status, progress, problems, and approaches to their resolution, and future plans.

4. FACILITIES, EQUIPMENT AND OTHER RESOURCES **10 Points**

Adequacy and documented availability of the Contractor's facilities, equipment, and resources needed to carry out the proposed research and meet the goals and specific objectives of this solicitation.

TOTAL POINTS = 100

III. PAST PERFORMANCE FACTOR

An evaluation of the Offeror's past performance information will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any Offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than 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 a 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 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.

IV. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

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

Evaluation of SDB participation will be assessed based on consideration of the information presented in the Offeror's proposal. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

- Complexity and variety of the work SDB concerns are to perform. Greater emphasis will be given for the arrangements where the SDB shall be performing work appropriate to the scientific objectives expressed in the Offeror's proposed Statement of Work
- Extent of participation of SDB concerns in terms of the value of the total acquisition.

V. HUMAN SUBJECT EVALUATION

This research project involves human subjects. NIH policy requires:

(1) **Protection of Human Subjects from Research Risks**

The Contractor's proposal must address the involvement of human subjects and protections from research risk relating to their participation in the proposed research plan, or provide sufficient information on the research subjects to allow a determination by NIAID that a designated exemption is appropriate.

If the Offeror declares that this research should be considered exempt from coverage by the Federal Regulations at 45 CFR 46, the proposal should address why the Offeror believes it is exempt, and under which exemption it applies.

The reviewers will evaluate the proposal with regard to four issues: Risks to Human Subjects, Adequacy of Protection Against Risks, Potential Benefits of the Proposed Research to the Subjects and Others, and Importance of the Knowledge to be Gained. See Section L for a complete discussion of what is required to be addressed for each of these issues. Based on the evaluation of the response to this criterion, this section of the proposal may be rated unacceptable. If the reviewers find that this portion of the proposal is unacceptable they will provide a narrative supporting their finding.

(2) **Women and Minorities**

Women and members of minority groups and their subpopulations must be included in the study population of research involving human subjects, unless a clear and compelling rationale and justification are provided indicating that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research. Also, the proposal must address the proposed outreach programs for recruiting women and minorities as participants.

Reviewers will consider the areas covered here and in Section L of the solicitation in narrative form in their evaluation. Some of the issues they will evaluate include:

- Whether the plan proposed includes minorities and both genders in adequate representation
- how the Offeror addresses the inclusion of women and members of minority groups and their subpopulations in the development of a proposal that is appropriate to the scientific objectives of the solicitation
- the description of the proposed study populations in terms of sex/gender and racial/ethnic groups and the rationale for selection of such subjects
- If exclusion is proposed, that the rationale is appropriate with respect to the health of the subjects and/or to the purpose of the research.
- In addition, for gender exclusion, the reviewers will examine the rationale to determine if it is because:

- the purpose of the research constrains the offeror's selection of study participants by gender (e.g., uniquely valuable stored specimens or existing datasets are single gender; very small numbers of subjects are involved or overriding factors dictate selection of subjects) or
- gender representation of specimens or existing datasets cannot be accurately determined, and this does not compromise the scientific objectives of the research.

- For minority group exclusion, the reviewers will examine the rationale to determine if those minority groups are excluded because:

  - inclusion of those groups would be inappropriate with respect to their health or
  - inclusion of those groups would be inappropriate with respect to the purpose of the research.

If you determine that inclusion of women and minority populations is not feasible, you must submit a detailed rationale and justification for exclusion of one or both groups from the study population with the technical proposal. The Government will review the rationale to determine if it is appropriate with respect to the health of the subjects and/or the purpose of the research

(3) **Children**

Children (i.e. individuals under the age of 21) must be included in all human subject research unless there are clear and compelling reasons not to include them. Your proposal must include a description of plans for including children. If you plan to exclude children from the required research, your proposal must present an acceptable justification for the exclusion. If you determine that exclusion of a specific age range of child is appropriate, your proposal must also address the rationale for such exclusion. Also, the plan must include a description of the expertise of the investigative team for dealing with children at the ages included, of the appropriateness of the available facilities to accommodate the children, and the inclusion of a sufficient number of children to contribute to a meaningful analysis relative to the purpose/objective of the solicitation.

Also, see Section 5 in Appendix A of the solicitation for further requirements on the use of Human Subjects. In all categories on the use of Human Subjects, based on the reviewers' evaluation of the Offeror's response, this section of the proposal may be rated unacceptable (i.e., no discussion can be found regarding the proposed inclusion plans for human/women/minorities/children; or concerns are identified as to the Offeror's response regarding the inclusion of human/women/minorities/children; or the plan is not in accordance with NIH policy guidelines) or unacceptable. If the reviewers find that this portion of the proposal is unacceptable they will provide a narrative supporting their finding.

If the Government includes your proposal in the order of merit ranking (for competitive proposals), or if the Government holds discussions with the selected source (for sole source acquisitions), you will be afforded the opportunity to address the concerns raised by the reviewers. You will be able to further discuss and/or clarify your position until submission of your Final Proposal Revision (FPR). Once discussions are closed with the submission of your FPR, if your proposed plan for the inclusion of children is still found to be unacceptable, then your proposal may not be considered further for award.

VI. EVALUATION OF DATA SHARING PLAN

The offeror's plan for the sharing of final research data shall be assessed for appropriateness and adequacy.

If your proposal does not include a plan or if the plan in your proposal is considered as unacceptable and the Government includes your proposal in the order of merit ranking ranking (for competitive proposals), or if the Government holds discussions with the selected source (for sole source acquisitions), you will be afforded the opportunity to further discuss, clarify or modify your data sharing plan during discussions and in your Final Proposal Revision (FPR). If your data sharing plan is still considered as unacceptable by the Government after discussions, your proposal may not be considered further for award.

SOLICITATION ATTACHMENTS INCLUDED WITH THE BAA

The following pages include Attachments A and B applicable to this BAA as specified in SECTION J-List of Attachments

PACKAGING AND DELIVERY OF THE PROPOSAL

PAPER SUBMISSION: The paper copy is the official copy for recording timely receipt of proposals.

SUBMISSION OF PROPOSALS BY FACSIMILE IS NOT ACCEPTABLE.

A. EXTERNAL PACKAGE MARKING:

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

BAA NIH-NIAID-DAIT-07-34
TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

B. PAPER COPIES and CD-Rom to:

If Hand Delivery or Express Service	If using U.S. Postal Service
Lisa K. Coleman Contract Specialist Office of Acquisitions, DEA, NIAID, NIH 6700-B Rockledge Drive, Room 3214 Bethesda, Maryland 20817	Lisa K. Coleman Contract Specialist Office of Acquisitions, DEA, NIAID, NIH 6700-B Rockledge Drive, Room 3214, MSC 7612 Bethesda, Maryland 20892-7612

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

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the hand delivered 20817 zip code address. Any package sent to this address via this service will be held at a local post office for pick-up. THE GOVERNMENT IS NOT RESPONSIBLE FOR PICKING UP ANY MAIL AT A LOCAL POST OFFICE. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal," in accordance with HHSAR 352.215-70, Late Proposals and Revisions (NOV 1986).

C. NUMBER OF COPIES:

TECHNICAL PROPOSAL PAGE LIMITS (see table below).

PAGES THAT ARE 2-SIDED WILL COUNT AS 2 PAGES.

TOTAL PAGE COUNT DOES NOT INCLUDE: 1 Cover and 1 Back Page; 1 Table of Contents; Section Dividers that do not contain information other than title of Section.

PAGES IN EXCESS OF THIS LIMITATION WILL BE REMOVED FROM THE PROPOSAL AND WILL NOT BE PROVIDED TO THE REVIEWERS TO BE READ OR EVALUATED.

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

Document	Number of Copies	Page Limits
Technical Proposal	**PAPER** One (1) unbound SIGNED ORIGINAL. Five (5) unbound COPIES **ELECTRONIC FILES ON CD** Sixteen (16) Compact Disks containing an electronic copy of the Technical Proposal in a Portable Document Format (PDF) [NOTE: 1 file on each disk.]	Limited to not-to-exceed 150 pages **including all appendices.**
Technical Proposal Appendices Any materials not available electronically (i.e. SOPs, Pertinent Manuals, Non-scannable Figures or Data, and Letters of Collaboration/Intent also count in the page limit).	**PAPER** One (1) unbound SIGNED ORIGINAL. Five (5) unbound COPIES **ELECTRONIC FILES ON CD** Sixteen (16) Compact Disks containing an electronic copy of the Appendices in a Portable Document Format (PDF) [NOTE: 1 file on each disk.] If any Appendices are not available electronically, 16 hard copies of each page must be provided.	[NOTE: Included in the 150 total page count.]
Business Proposal	**PAPER** One (1) unbound SIGNED ORIGINAL. Five (5) unbound COPIES **ELECTRONIC FILES ON CD** One (1) Compact Disks containing an electronic copy of the Business Proposal in a Portable Document Form (PDF).	N/A
Breakdown of Proposed Estimated Cost	This Attachment should be submitted also as a separate Excel file on the Business Proposal Compact Disk.	N/A

PROPOSAL INTENT RESPONSE SHEET

BAA No.: BAA NIH-NIAID-DAIT-07-34
BAA Title: Allergen and T Cell Reagent Resources for the Study of Allergic Diseases

Please review the attached Broad Agency Announcement. Furnish the information requested below and return this page by September 18, 2006. Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

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

Company/Institution Name (print): _____
Address (print): _____
_____
_____
_____

Project Director's Name (print): _____
Title (print): _____
Signature/Date: _____
Telephone Number and E-mail Address (print clearly):
_____
_____

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

Name: _____
Title: _____
E-Mail Address: _____
Telephone Number: _____

Names of Collaborating Institutions and Investigators (include Subcontractors and Consultants) (print):
_____
_____
_____
_____
(Continue list on a separate page if necessary)

Names of Professional Staff To Be Proposed (print):
_____
_____
_____
_____
(Continue list on a separate page if necessary)

RETURN VIA FAX OR E-MAIL TO:

Office of Acquisitions, NIAID, NIH, DHHS
Room 3214
6700-B Rockledge Drive, MSC 7612
Bethesda, MD 20892-7612
Attn: Lisa K. Coleman
BAA NIH-NIAID-DAIT-07-34
FAX# (301) 402-0972
Email: lcoleman@niaid.nih.gov

BROAD AGENCY ANNOUNCEMENT DESCRIPTION
"ALLERGEN AND T CELL REAGENT RESOURCES FOR THE STUDY OF ALLERGIC DISEASES"
BAA NIH-NIAID-DAIT-07-34

You are invited to submit a proposal in accordance with the requirements of this BROAD AGENCY ANNOUNCEMENT (BAA), NIH-NIAID-DAIT-07-34, entitled: "Allergen and T Cell Reagent Resources for the Study of Allergic Diseases." The BAA is authorized by FAR 6.102 and further described in FAR 35.016 as well as the NIH Manual Issuance 6035, Broad Agency Announcements. A BAA is a general announcement of an agency's research interest and constitutes a solicitation. The intent of a BAA is to encourage the submission of creative and innovative approaches to specific research areas identified by the U.S. Government.

A proposal submitted in response to this BAA must present separate detailed technical and cost proposals designed to meet the Research and Technical Objectives described in this announcement. The proposal must be signed by an official authorized to contractually commit the submitting organization.

The Statement of Work, including the specific work requirements and performance specifications, is developed and defined by the Offeror, not the U.S. Government.

Proposals are not evaluated against a specific Government need, as in the case of a conventional Request for Proposals (RFP), since they are not submitted in accordance with a common Statement of Work issued by the U.S. Government. Instead, Research and Technical Objectives are provided in the BAA that describes the research areas in which the U.S. Government is interested. Proposals received as a result of the BAA will be evaluated by one or more Scientific Review Groups (SRGs) in accordance with the Technical Evaluation Criteria specified in the BAA.

There is no Source Selection Determination utilized under the BAA process. The SRG evaluates all the competing proposals against four (4) evaluation factors. The factors in order of importance are: technical, cost, past performance and Small and Disadvantaged Business (SDB) participation. The technical score determined by the SRG is the only score assigned to each proposal. The final stage of the evaluation is the establishment of an Order of Merit Ranking in which all technically acceptable proposals are ranked on the basis of their respective relevance and scientific merit.

Negotiations are conducted with those Offerors in the Order of Merit Ranking whose proposals would comprise the best group of contractors to fill the Government's needs for this research program based on, technical approach, cost, past performance and Small and Disadvantaged Business (SDB) participation, clinical relevance, and the availability of funds. During negotiations, there is an opportunity to refine and update the proposed Statement of Work in consultation with the Project Officer, including the incorporation of the comments of the SRG, as appropriate. At the conclusion of negotiations with the Offerors selected from the Order of Merit Ranking, those Offerors are allowed the opportunity to submit a Final Proposal Revision (FPR) to address weaknesses in the proposal, based on issues identified by the SRG, to update the proposal based on research results since the original proposal submission, and to revise costs as may be appropriate.

It is anticipated that multiple awards will result from this solicitation and these awards will be multi-year, cost-reimbursement, completion type contracts. The NIAID anticipates awarding up to three (3) contracts based on technical approach, cost, past performance , Small and Disadvantaged Business (SDB) participation program balance and the availability of funds. Awards are expected to be made on or about July 27, 2007. The NIAID estimates that the annual total costs (direct and indirect cost combined) will not exceed $1.0 million per contract. However, it is anticipated that the total costs of each award may vary substantially depending upon the scope of the project and the technical objectives of the award. The length of time for which funding is requested should be consistent with the nature and complexity of the proposed research. The maximum period of performance is limited to five (5) years.

The award document will be tailored to the final negotiations with the selected Offeror(s) and modified as appropriate for the type of contractor organization, cost and/or fee arrangements, and other elements as negotiated prior to award.

BACKGROUND

Research supported and conducted by the National Institute of Allergy and Infectious Diseases (NIAID), National Institutes of Health (NIH), strives to understand, treat and ultimately prevent the myriad infectious, immunologic, and allergic diseases that threaten millions of human lives. The NIAID Division of Allergy and Infectious Diseases (DAIT) promotes and supports research to enhance the understanding of the causes and mechanisms that lead to the development of immunologic diseases and to generate an expanded knowledge base that can be applied to the development of improved measures of diagnostics, treatment, and prevention. As part of its research mission to improve the understanding and treatment of allergic diseases, DAIT announces a new reagent resources program to support the discovery of novel antigens and T cell epitopes that are recognized by different T cell subsets.

Recent increases in the prevalence of allergic diseases underscore the need for a better understanding of the mechanisms that underlie these diseases, as well as the urgency for developing novel immunotherapies to treat these diseases. Although a number of protein allergens have been identified and sequenced, recent publications suggest that additional novel allergens of clinical significance, including post-translationally modified proteins and non-protein allergens, have yet to be discovered. Even for known protein allergens, the development of immunotherapies based on these proteins requires new knowledge about how antigenic epitopes are recognized by T cells. In regard to T cell epitopes, there is little known about whether effector and regulatory T cell subsets recognize similar or distinct epitopes within a single protein allergen. The characterization of novel T cell epitopes that leads to the activation of these T cell subsets will aid in improving understanding of allergic disease mechanisms, as well as promoting the development of new peptide-based immunotherapies. This reagent resource development initiative is an important component of NIAID-supported research projects focused on the elucidation of the basic mechanisms of immune function

INTRODUCTION

Research supported and conducted by the National Institute of Allergy and Infectious Diseases (NIAID), National Institutes of Health (NIH), strives to understand, treat and ultimately prevent the myriad infectious, immunologic, and allergic diseases that threaten millions of human lives. The NIAID Division of Allergy, Immunology and Transplantation (DAIT) supports extramural research to enhance the understanding of the causes and mechanisms that lead to the development of immunologic diseases and to generate an expanded knowledge base that can be applied to the development of improved measures of diagnosis, treatment, and prevention of human diseases. This includes investigator-initiated studies, targeted research programs, and contract-generated resources, including cooperative research centers in asthma, allergic, and immunologic diseases; multidisciplinary program projects in autoimmunity, transplantation immunology, new methods of immune intervention, host defense, and the basic biology of the immune system; and cooperative multicenter clinical trials in allergic diseases and organ transplantation.

The main function of the immune system is to protect the host from infection. The effectiveness of immune responses is related to both antigen recognition and the diverse functions of lymphocyte subsets. Immune system activation by antigens present in inhaled and ingested allergenic sources can lead to improper activation of B and T cells and to the development of allergic diseases. Allergic diseases are often characterized by the activation of T helper 2 (Th2) cells and the secretion of allergen-specific IgE antibodies by B cells. The selective recognition of allergen-specific antigens depends on B and T cell receptor molecules that bind strongly to specific regions, termed epitopes, of the allergenic molecule. There are two general types of epitopes present in proteins: linear and conformational. Linear epitopes are formed by a continuous sequence, whereas conformational epitopes are composed of molecules that are discontinuous in the primary sequence and are brought together upon protein folding. Antibodies and B cell receptors can recognize both linear and conformational epitopes, whereas T cells recognize only linear epitopes. Both B and T cell receptors can also recognize non-protein and post-translationally modified protein antigens.

T cell responses are key to the development of allergic diseases, yet the majority of known allergens have been purified from allergenic sources using similar biochemical techniques favoring the isolation of proteins that share similar physical and chemical properties. The identification of novel allergens will require the use of techniques that favor the isolation of molecules possessing chemical properties that are distinct from most known allergenic proteins. These novel allergens may be either new molecules, or known proteins, altered by post-translational modification. In addition, most of the more than 460 known allergens have not yet been fully developed as T cell reagents. The development of a comprehensive set of reagents would facilitate research that would lead to an improved understanding of the T cell responses that cause allergy, and would permit the manipulation of these responses to develop allergen-specific strategies for testing, prevention, and treatment of allergic diseases.

T cell epitopes are displayed on the surface of antigen presenting cells (APC), and most often consist of short protein segments, termed peptides, held in a pocket-like groove of Major Histocompatibility Complex (MHC) class I or class II molecules. In addition to peptides, T cell epitopes may be derived from carbohydrates, lipids, or modified peptides. Non-peptide epitopes are generally included here under the general term “epitope”, but can also be referred to as mimetopes, when they are to be differentiated from peptide epitopes. T cells recognize MHC-epitope complexes through their T cell antigen receptors (TCRs), along with co-stimulatory molecules expressed by the APC. Concomitant binding of MHC-epitope complexes and co-stimulatory molecules to T cells triggers activation of these cells, T cell proliferation, and the initiation of immune responses. MHC-epitope complexes are recognized by cognate TCRs that are uniquely expressed by clonal T cell populations. Thus, T cells present in a single individual consist of a very large number of clonal T cell populations, each of which expresses a unique TCR molecule. T cells from a single allergic person will contain different clonal populations of allergen-specific T cells that recognize distinct T cell epitopes. By recognizing distinct MHC-epitope-complexes, T cells can mediate cytolytic or helper functions (effector T cells) and exert regulatory function on other T cells (regulatory T cells).

Each distinct MHC molecule has its own rules for peptide binding, but can bind a large number of peptides derived from foreign or self-proteins. Given that there are at least 1500 MHC alleles in the human population, and an enormous number of peptides derived from foreign and self-proteins, the number of potential MHC-peptide complexes is very large. The potential number of non-protein epitope-MHC complexes is not known, but is likely to be also very large. In addition to MHC class I and class II molecules, non-classical MHC and MHC-like proteins present antigens to various types of T cells. At the present time, more than 50 non-classical MHC genes have been identified in mice and more than 20 genes in humans, as well as an increasing number of MHC-like molecules. While the natural epitopes for most of these molecules have not been defined, these molecules may present a variety of chemically-distinct ligands to T cells. Because a single MHC molecule can bind to several distinct peptide epitopes, and one peptide can be bound by several MHC alleles, NIAID is particularly interested in the identification of epitopes that bind to multiple MHC alleles

Protein-derived T cell epitopes can be identified by multiple approaches, including peptide mapping, screening of synthetic peptide libraries, generation and screening of recombinant DNA expression libraries, and elution and chemical identification of naturally-occurring epitopes from MHC molecules using high performance liquid chromatography coupled with mass spectrometry. These methods are useful in identifying epitopes recognized by activated effector T cells, but are generally less effective in defining regulatory T cell epitopes due to the low frequency of these T cell subsets within the total T cell population. In allergic persons, less than 0.01% of peripheral blood T cells recognize a single allergen, although these cells are comprised of different populations of effector T cells that recognize distinct epitopes. Allergen-specific regulatory T cells probably constitute less than 5% of all allergen-specific T cells.

Through this solicitation, DAIT is seeking to support several multi-disciplinary teams of biochemists and immunologists focused on the discovery of novel allergens and/or T cell epitopes that are recognized by different T cell subsets. Contracts awarded in response to this BAA will support research projects in two distinct areas:

- **Research Area 1: Identification Validation, and Characterization of Novel Allergens –** research projects to identify novel allergens from various clinically important sources using established or innovative isolation and purification techniques.
- **Research Area 2: Identification and Validation of Allergen-Specific T Cell Epitopes** – research projects to identify and characterize peptides containing T cell epitopes that activate allergen-specific effector T cells, and/or activate allergen-specific regulatory T cells.

Examples of research that are **not** responsive to Research Area 1 and Research Area 2 include:

- studies limited solely to the use of animal models, cells, or tissues.
- T cell epitope mapping of a single protein allergen.
- studies involving allergens that activate only NKT and/or B cells.
- development of diagnostic and therapeutic reagents not relevant to peptide mapping.
- research limited solely to confirmatory studies of previously mapped allergen(s) where these data have been published in peer-reviewed journals.
- clinical trials, although clinical research that uses human samples and/or clinical data obtained from independent clinical trials or studies is strongly encouraged (see http://grants.nih.gov/grants/funding/phs398/phs398.html#HSI for definitions of clinical trials versus clinical research).
- studies limited solely to the development of algorithms, mathematical models, or neural networks to predict the structure and/or properties of novel allergens, or to predict T cell epitopes within known or novel allergens.
- additional characterization of molecules found to only contain adjuvant activity.

Offerors may submit proposals for Research Area 1 and/or Research Area 2. Separate technical and business proposals are required for each Research Area. NIAID may establish separate Scientific Review Groups to evaluate proposals and will establish separate order of merit rankings for Research Area 1 and Research Area 2.

The NIAID reserves the right to award all or any portion of the activities proposed Selection of an Offeror for contract award will be based on an evaluation of proposals against four (4) factors. The four factors in order of importance are: technical, cost, past performance and Small and Disadvantaged Business (SDB) participation. In addition, the NIAID may elect to terminate funding of a contract at any time due to changes based on scientific priority, program balance and the availability of funds.

Furthermore, the NIAID recognizes that novel allergen discovery and T cell peptide epitope mapping are iterative processes, and that the progress through these research pathways requires ongoing evaluation to assess and reassess the likelihood of the research pathway to meet the desired characteristics/objectives. Therefore, the NIAID reserves the right to determine, at any time during the contract period, that a particular research pathway has not demonstrated sufficient potential to merit further investment by the NIAID in continued characterization and evaluation.

The NIAID is aware that no single organization or institution may have the expertise and facilities required to perform all parts of their Statement of Work. Therefore, it may be necessary for the Contractor to subcontract a portion of the work. The Contractor shall be responsible for *all* work performed under this contract including that performed by any subcontractor(s).

RESEARCH AND TECHNICAL OBJECTIVES

This section presents the technical objectives that the NIAID seeks to achieve through this BAA. Proposals should explain how the Offeror shall contribute to these objectives. In contracts awarded as a result of this BAA, the Statement of Work shall be proposed by the Offeror and negotiated and accepted by the NIAID.

Research Area 1 – Identification, Validation, and Characterization of Novel Allergens

The scope of activities to be performed under Research Area 1 shall encompass **all** of the following:

1. identification and characterization of novel allergens, including novel modifications to known allergens, isolated from clinically important sources such as plants, insects, and foods;
2. validation of these novel allergens using appropriate *in vitro* methods;
3. prioritization of the biological significance of the novel allergens through relevant *in vitro* cell activation assays; and
4. determination of the chemical and molecular structures of these novel allergens.

Research Area 2 – Identification and Validation of Allergen-Specific T Cell Epitopes

The scope of activities to be performed under Research Area 2 shall encompass **all** of the following:

1. identification of multiple peptides that activate allergen-specific human T cells based on the primary sequence of known or novel allergens from clinically important sources;
2. development of allergen-specific human T cell lines and clones that specifically recognize these peptides;
3. characterization of peptide binding to human allergen-specific T cells that includes an assessment of peptide binding affinities and specificity for one or more MHC class I and class II molecules;
4. determination of whether the peptides activate human allergen-specific T cells that possess an effector and/or regulatory (immunosuppressive) phenotype; and
5. validation of T cell reactivity with the peptides to determine whether the binding of peptides to allergen-specific T cells induces the secretion of immunosuppressive cytokines and/or triggers regulatory T cells to suppress the activation of allergen-specific effector T cells.

SPECIFIC TECHNICAL REQUIREMENTS

The Contractor shall use clinically important allergenic source materials to identify and characterize novel allergens and/or map T cell epitopes. Sources of allergens shall include one or more known sources such as plants, pollens, insects, fungi, and foods. Methods for identification, validation, and characterization may include novel techniques as well as existing procedures. Novel assay development and validation approaches are only acceptable if they are directly applicable to the Research Area objective. Studies using human cells and sera obtained from patients with confirmed allergies are highly encouraged.

Research Area 1: Identification, Validation, and Characterization of Novel Allergens

1. The Contractor shall apply varying chemical methods, technologies and procedures to obtain and characterize one (1) or more novel allergens, and/or novel modifications to known allergens, from inhaled or ingested, clinically relevant, allergenic sources. Such sources shall include, but are not limited to: pollen, shellfish, peanut, soy-bean, milk, egg, tree nuts, peanuts, fungi, cockroaches, and dust mites. Novel chemical methods for obtaining previously unknown allergens are also acceptable. These procedures shall focus on methods that would not be expected to lead to the re-identification of the known major allergenic proteins. The Contractor shall also determine the molecular structure and/or composition of the novel allergens as part of their characterization.

2. The Contractor shall validate the allergenicity of the newly identified allergens, using appropriate *in vitro* methods including, but not limited to, IgE binding and induction of histamine release by human peripheral blood cells. This validation may be limited to the most promising allergens, as determined by the Contractor in consultation with the Project Officer. The Contractor shall prioritize the validated new allergens based on a comparison of the novel allergens with known reference allergens from the same source.

3. The Contractor shall perform an assessment of allergen-specific T cell activation by validated novel allergens. These evaluations shall be limited to the most promising allergens, as determined by the Contractor in consultation with the Project Officer, using appropriate *in vitro* methods. For antigenicity evaluation, novel allergens that activate allergen-

specific T cells must be tested for their ability to bind to human MHC class I, MHC class II, non-classical MHC, or MHC-like molecules. The assessment shall also include discrimination between potential antigenic and adjuvant activities present in the novel allergens. Further characterization of novel allergens having both adjuvant and antigenic activities will be supported by this acquisition. Additional characterization of molecules containing only adjuvant activity will **not** be supported by this BAA. Adjuvant activity is to be defined as the capacity to induce co-stimulatory molecule (e.g. B7.1, B7.2, CD40) expression on APCs.

Examples of research and approaches that are responsive to Research Area 1 include, but are not limited to, the following:

- Use of established or innovative biochemical methods for the analysis and purification of lipids directed towards the identification of novel allergenic lipoproteins. Techniques may include: organic solvent extraction followed by purification and characterization or enhanced detergent extraction followed by purification and characterization, with allergenicity confirmed using appropriate *in vitro* cell based systems.
- Use of established or innovative biochemical methods for the analysis and purification of allergenic carbohydrates, directed towards the identification of novel glycoproteins, glycolipids and complex oligosaccharides, with allergenicity confirmed using appropriate *in vitro* cell based systems.
- Use of any combination of these approaches to identify novel allergens and/or novel modifications to known allergens, using any or all of the above strategies.

Research Area 2: Identification and Validation of Allergen-Specific T Cell Epitopes.

1. The Contractor shall apply methods, technologies, and other procedures to identify multiple allergen-specific T cell epitopes from clinically relevant allergenic sources such as plants, insects, fungi, and foods. These epitopes must bind to MHC class I, MHC class II, non-classical MHC, or MHC-like molecules.

2. The Contractor shall validate the antigenicity of all newly-defined allergen-specific T cell epitopes shown to bind MHC or MHC-related molecules. This validation may be limited to the most promising epitopes, as determined by the Contractor in consultation with the Project Officer, using appropriate *in vitro* methods.

3. The Contractor shall prioritize the validated allergen-specific T cell epitopes based on comparison of relative equimolar binding affinities of epitopes to MHC or MHC-like molecules using known allergenic peptides from the same allergenic source material as a reference. For example, novel allergens isolated from peanuts shall be compared in the same validation assay with known purified peanut allergens, such as Ara H1. Because a single MHC molecule can bind to several distinct peptide epitopes, and one peptide can be bound by several MHC alleles, NIAID is particularly interested in the identification of epitopes that bind to multiple MHC alleles. Once the Contractor has obtained and validated the T cell epitopes, the primary sequence constituting the minimal epitope (i.e. the smallest peptide possessing the capacity to form high-affinity MHC-peptide complexes) shall be determined.

4. The Contractor shall purify and characterize antigen-specific human peripheral blood T cells that recognize different validated T cell epitopes to determine their phenotypes and frequency within the total T cell population. Furthermore, the Contractor shall compare the functional responses of allergen-specific effector T cells to different validated T cell epitopes in order to determine whether the responses predominantly reflect a Th1 or a Th2 phenotype using known allergenic peptides from the same allergenic source material as a reference.

5. The Contractor shall compare the capacities of validated T cell epitopes to activate antigen-specific effector and regulatory T cells. Regulatory T cell function shall be assessed using both a phenotypic readout, such as production of IL-10 and TGF-β, and also a functional readout, such as the capacity to suppress antigen-dependent activation of T cells from healthy subjects. These regulatory T cells shall include, but are not limited to, $CD4^{+}CD25^{+}FoxP3^{+}$ cells.

Examples of research and approaches that are responsive to Research Area 2 include, but are not limited to, the use of:

- synthetic peptide libraries based on known allergens to identify peptides that bind with high affinity to MHC and/or MHC-like molecules and activate human allergen-specific effector and/or regulatory T cells.
- algorithms, mathematical models, or neural networks to aid in the identification of peptides that are subsequently shown using *in vitro* assays to bind with high affinity to MHC and/or MHC-like molecules and activate human allergen-specific T cells
- expression libraries, high throughput screening methods, or any combination of these approaches to identify peptides that bind with high affinity to MHC and/or MHC-like molecules and activate human allergen-specific effector and/or regulatory T cells.

For Research Area 1 and Research Area 2, the Contractor shall be required to perform the following activities and provide the following resources as appropriate to the scope of the negotiated Statement of Work:

1. Project Plan

The Contractor shall develop and implement a Project Plan that delineates the specific activities to be performed with contract funding, including milestones of the research plan, expected timelines for achieving each milestone, and associated budgets for completing each milestone. The Project Plan shall be presented at the Post-Award Kick-Off meeting, on a date specified in the contract. Milestones shall be used to show progress in identifying and characterizing novel allergens and/or mapping the T cell epitopes of major known allergens.

The Contractor shall perform all technical, regulatory, management, and administrative activities that are required to implement the Project Plan.

The Contractor shall use appropriate, commercially available, project management software to derive a schematic of the Project Plan to include, but not be limited to, the use of Gantt charts and task/activity listings. Presentation in the schematic shall be sufficiently detailed to justify specific research activities and include, but not be limited to:

i. a description of key goals and objectives;
ii. specification of the reagents, resources, data, or technologies to be developed and provided;
iii. delineation of the project milestones and timelines for the initiation, conduct and completion of each milestone;
iv. a description of the technical approaches to be used to carry out the project and the physical facilities, equipment, and other resources to be made available to the project;
v. a list of scientific and technical personnel, including collaborators, and a description of their qualifications, relevant experience, and role in the project;
vi. a plan for quality assurance and quality control of the project; and
vii. a budget for each milestone and for the entire project.

Timelines, milestones and deliverables for projects carried out by the Contractor shall be commensurate with the complexity of the requirements and shall be discussed with and approved by the Project Officer and the Contracting Officer. Updates to the Project Plan shall be required semi-annually as indicated in the "Reporting Requirements and Other Deliverables" section of this BAA. The Project Plan shall be approved by the Project Officer and Contracting Officer prior to initiation of any activities related to its implementation.

2. Human Subjects

For contracts involving the use of human samples, the Contractor shall develop protocols that describe how human subjects shall be protected from research risks, as well as a justification for the ethnic, gender, and age compositions of the populations chosen for analysis. The protocols shall be presented at the Post-Award Kick-Off meeting, on a date specified in the contract. The Contractor shall have ultimate responsibility for the conduct of all human subject research and to the adherence to Federal regulations and NIH guidelines for the conduct of research involving human subjects (http://grants1.nih.gov/grants/policy/hs/index.htm). The Contractor shall undertake all studies involving human subjects only after securing approval from their Institutional Review Boards (IRB). The Contractor shall be required to: (1) comply with all NIAID Clinical Terms of Award (http://www.niaid.nih.gov/ncn/pdf/clinterm.pdf); (2) submit human subjects protocols, informed consent templates, and local IRB approvals and amendments to the Project Officer for review; and (3) obtain from the Project Officer final approval prior to initiating any research involving human subjects.

3. Data Management

a. Database Management System: The Contractor shall develop and operate a system for the storage, quality control and management of all data generated under the contract at the Contractor's site. The database management system shall be a commercially available, documented, and supported relational database management system. In addition, the Contractor shall provide security systems, firewalls, and computer virus detection systems to ensure database integrity and security. At a minimum, the local database at the Contractor's site shall contain: (1) raw data and original results, and (2) detailed experimental protocols.

b. Data Management Plan: To ensure database integrity and interoperability, the Contractor shall submit to the

Project Officer within two (2) weeks of contract award, a Data Management Plan containing standard operating procedures for data collection and management, quality control, and analysis. The Contractor shall obtain from the Project Officer final approval of these standard operating procedures prior to their implementation. Standard operating procedures shall include, but not be limited to:

i. recording of experimental procedures or protocols;
ii. entry of raw data and original results;
iii. analysis of experimental results;
iv. procedures for correction of erroneous entries;
v. establishment and monitoring of database security; and
vi. procedures for data sharing.

4. Provision of Data and Resources to the Scientific Community

The Contractor shall provide contract-generated resources to the scientific community, including data, as well as any novel methods and/or assays developed under the contract.

a. Research Area 1, Novel Allergens: Public Website: The Contractor shall design and maintain a public website for dissemination of contract-generated information including, but not limited to:
   i. background information about the allergenic source;
   ii. novel allergen isolation techniques and/or methods;
   iii. novel allergen structure and/or characterization;
   iv. inherent adjuvant activity (if present); and
   v. validation of allergenicity.

This website shall be available within six (6) months after contract award and display NIAID as the funding source for the website and research efforts. The Contractor shall update the public website no more than thirty (30) calendar days after each Semi-Annual Progress Report submission. After contract award, the Project Officer, Contracting Officer and the Contractor shall work to develop an acceptable format and presentation of the website.

b. Research Area 2, Allergen-Specific T Cell Epitopes: Public Database: The Contractor shall submit T cell peptide epitope data to the DAIT-supported Immune Epitope Database and Analysis Resource, established in 2004 under contract no. N01-AI-04006. Full tour, registration, utilization and further information on accessibility to this resource is available on the Immune Epitope Database and Analysis Resource website (http://www.immuneepitope.org). After contract award, the Project Officer and Contracting Officer shall work with the Contractor to develop a process and timeline for data submission to the Immune Epitope Database. The Contractor shall, within six (6) months following the completion of epitope validation and verification studies, submit detailed information to the Immune Epitope Database and Analysis Resource, including, but not limited to:
   i. T cell epitopes and mimetopes consisting of peptide ligands identifiable by their amino acid sequence;
   ii. composition of natural, artificial, and modified amino acids as may occur during post-translational modifications of peptide ligands;
   iii. any other key information currently available such as their MHC binding motifs, MHC binding specificity and/or promiscuity; and
   iv. extensive annotation of each T cell epitope, which shall minimally include:
      (1) background information about the epitope;
      (2) identification methods
      (3) MHC-epitope binding affinity;
      (4) MHC specificity and/or promiscuity;
      (5) methods to test immune recognition of epitopes; and
      (6) validation of immunogenicity and/or antigenicity in vitro

c. For both Research Area 1 and 2: Commercial Repository: The Contractor shall deposit any transformed or immortalized allergen-specific human T cell lines or clones with a commercial repository. Contractors who generate immortalized allergen-specific human T cell lines or clones using methods including, but not limited to viral transformation, fusion with immortalized cells (hybridomas), or chemical mutagenesis shall deposit these cells with the American Type Culture Collection (ATCC), or a similar commercial repository, so that they can be made available to the scientific community for use in their individual research projects. Cells must be deposited with the repository within six (6) months of the validation of these cells for

antigen/epitope specificity, MHC specificity, and phenotypic stability. At a minimum, and where feasible, information with such deposits shall include:

i. Methods used to generate the human T cell lines or clones;
ii. Methods to maintain these lines of clones in culture;
iii. Evidence for antigen/epitope specificity;
iv. Evidence for MHC specificity or promiscuity;
v. Surface phenotype of the lines or clones (e.g., CD4, CD8); and
vi. Functional profile of the lines or clones with respect to cytokine secretion (including, but not limited to IFN--γ, IL-2, IL-4, IL-5, IL-10, and IL-13) following activation using allergen-pulsed APCs.

5. Scientific and Technical Team

The Contractor shall provide a Scientific and Technical Team with the expertise required to implement the Project Plan, including, at a minimum, expertise in research including, but not limited to, biochemical and immunology research, clinical, and statistical activities. The Contractor's team must include strong scientific leadership, as well as significant experience and expertise in the management, design, and execution of a research and development program in this area.

6. Facilities, Equipment and Other Resources

The Contractor shall provide all equipment, facilities and other resources required for the implementation of the Project Plan. This shall include the training and resources necessary to comply with all Federal and NIH regulations, such as (1) the humane care and use of vertebrate animals and (2) the handling, storing, and shipping of human blood and blood products.

7. Project Management

The Contractor shall provide for: (a) the overall management, integration and coordination of all contract activities, including a technical and administrative infrastructure to ensure the efficient planning, initiation, implementation, direction and completion of all contract activities; (b) effective communication with the Project Officer and the Contracting Officer; (c) a Principal Investigator with responsibility for overall project management and communication, tracking performance and cost, monitoring and reporting on project status and progress, and recommending modifications to project requirements and timelines, including projects undertaken by subcontractors; and (e) administrative staff with responsibility for financial management and reporting on all activities conducted by the Contractor and any subcontractors.

The Contractor shall prepare and provide reports and other deliverables listed in the "Reporting Requirements and Other Deliverables" section of this BAA as they relate to the Contractor's specific Statement of Work. The Contractor, the Project Officer and the Contracting Officer shall agree in the final contract negotiations on which reports and deliverables are relevant to the awarded contract Statement of Work and shall, therefore, be required as deliverables.

8. External Scientific Advisory Group

In consultation with the Project Officer, the Contractor shall establish an External Scientific Advisory Group (SAG) with the relevant expertise to critically evaluate technical progress in meeting research objectives and established milestones. Contractor performance shall be subject to periodic review by this SAG as described under the "Reporting Requirements and Other Deliverables" section of this BAA.

At the request of the Project Officer, the SAG shall provide advice to the NIAID on the operations of the contracts and their future directions based on the state of the novel allergen and/or epitope discovery research advances. The composition of the SAG shall be proposed by the Contractor and shall be subject to approval by the Project Officer prior to distributions of invitations by the Project Officer to the proposed SAG members. Within two (2) weeks of contract award, the Contractor shall provide to the Project Officer, a list of at least six (6) leading scientists knowledgeable in one or more research areas related to the contract, including, but not limited to, immunology, asthma, atopy, biochemistry, computational biology, and bioinformatics, recommended as SAG members. The list shall include a brief synopsis of their research interests and accomplishments (2-page maximum), and complete contact information (mailing address, phone number, fax number, and e-mail address). Current collaborators of the Contractor, and investigators who have co-published with the Contractor and key personnel within the past three (3) years are not eligible to be members of the SAG. The total number of SAG members shall not exceed eight (8).

9. Contract Meetings

Post-Award Kick-Off Meeting: Within thirty (30) calendar days after contract award, the Contractor shall plan, conduct and be responsible for the logistical arrangements for a Post-Award Kick-Off meeting to be held at a site proposed by the Principal Investigator and approved by the Project Officer. The Principal Investigator, all key investigators, and key subcontractor personnel, the Project Officer and the Contracting Officer shall attend this meeting. Other NIAID staff, as designated by the Project Officer, may also attend this meeting. The purpose of this meeting shall be to review the Project Plan and human subject protocols, and to coordinate activities and communication. Within twenty-one (21) calendar days following the meeting, the Principal Investigator shall submit to the Project Officer and Contracting Officer, a report that includes copies of slide presentations, all other meeting materials, and summaries of major discussions, action items and decisions. SAG members may attend the meeting if they have been named within the first thirty (30) calendar days of the contract.

Annual Review Meetings: The Contractor shall participate in regular meetings with the Project Officer to review the planning and progress of the research. These program meetings will also include discussions on data sharing, data management, and where appropriate, submission of data to the Immune Epitope Database and Analysis Resource. These program meetings shall be held twice in the first year of the contract (one Post-Award Kick-Off meeting and one program meeting) and once a year thereafter. These program meetings can be held by telephone conference call, or in person in or near Bethesda, Maryland, unless otherwise determined by the Project Officer. The Principal Investigator and other key Contractor personnel (maximum of two individuals per contract in addition to the Principal Investigator, with prior approval by the Project Officer) shall participate in the program meetings, which will also involve the Project Officer, Contracting Officer, and other relevant NIH staff. The Principal Investigator, key personnel, and key subcontractor personnel shall attend additional meetings in Bethesda, Maryland at the request of the Project Officer. Such meetings will be requested, as necessary, to discuss contract specific issues.

10. Publications

Any manuscript or scientific meeting abstract containing data generated under this contract shall be submitted for Project Officer review no less than thirty (30) calendar days for manuscripts, and fifteen (15) calendar days for abstracts, before submission for publication or public presentation. NIAID contract support shall be acknowledged in all such publications. A "publication" is defined as an issue of printed material offered for distribution, any communication, or oral presentation of information. The Project Officer will review all manuscripts and abstracts in a period of time not to exceed thirty (30) calendar days for manuscripts, and fifteen (15) calendar days for abstracts, from receipt. The Project Officer will either agree to the publication/disclosure, or recommend changes. If the Project Officer does not respond within these time frames, the Contractor may proceed with such publications or presentations.

REPORTING REQUIREMENTS AND OTHER DELIVERABLES
"ALLERGEN AND T CELL REAGENT RESOURCES FOR THE STUDY OF ALLERGIC DISEASES"
BAA-NIH-NIAID-DAIT-07-34

Some reports and other deliverables are relevant to specific activities that may or may not be performed during the contract period of performance. The Contractor, the Project Officer and the Contracting Officer shall agree in the final contract negotiations on which reports and other deliverables are relevant and shall be required as deliverables as determined by the negotiated Statement of Work.

As part of the work to be performed under this BAA, the Contractor shall prepare and deliver the following reports throughout the period of performance. For all reports the Contractor shall submit two (2) paper copies and one (1) electronic copy to the Project Officer and one (1) original paper and one (1) electronic copy to the Contracting Officer.

A. TECHNICAL PROGRESS REPORTS

1. Project Plan

On a date specified in the contract, the Contractor shall submit a Project Plan that delineates the specific activities to be performed with contract funding, including milestones of the research plan, expected timelines for achieving each milestone, and associated budgets for completing each milestone. The Project Plan will be presented at the Post-Award Kick-Off meeting, on a date specified in the contract. Milestones shall be used to show progress in identifying and characterizing novel allergens and/or mapping the T cell epitopes of major known allergens.

The Project Plan shall include a written report that shall include the following:

A. Face page, to include:

i. Contract number, contract title, contract period covered, Contractor's name and address, telephone number, fax number, email address, and submission date.

B. Executive summary, to include:

i. An overview of the project expected timelines and achievement toward specific milestones;
ii. An overview of the planned activities to be conducted during the upcoming six (6) month reporting period, including any potential problems that may occur (technical or financial) and justification for intended work; and
iii. The extent to which the goals and specific objectives set forth in the Statement of Work will be fulfilled.

C. Schematic of the Project Plan, derived from the use of appropriate, commercially available, project management software. The schematic of the research plan shall include, but not be limited to, the use of Gantt charts and task/activities listings. Presentation in the Schematic shall be sufficiently detailed to justify specific research activities and include, but not be limited to:

i. a description of key goals and objectives;
ii. specification of the reagents, resources, data, or technologies to be developed and provided;
iii. delineation of the project milestones and timelines for the initiation, conduct and completion of each milestone;
iv. a description of the technical approaches to be used to carry out the project and the physical facilities, equipment and other resources to be made available to the project;
v. a list of scientific and technical personnel, including collaborators, and a description of their qualifications, relevant experience, and role in the project;
vi. a plan for quality assurance and quality control of the project; and
vii. a budget for each milestone and for the entire project.

2. Semi-Annual Progress Report

On the due date specified in the contract, the Contractor shall submit a Semi-Annual Progress Report. Each Semi-Annual Progress Report shall include the following:

A. Face page, to include:

i. Contract number, contract title, performance period covered, Contractor's name and address, telephone number, fax number, email address, and submission date.

B. Executive summary, to include:

i. An overview of the status of the project since the previous reporting period, including adherence to timelines and achievement of specific milestones;
ii. An overview of the activities conducted during the current reporting period, including any problems that occurred (technical or financial) and justification for any failure to complete the intended work, as well as any work that was performed beyond that initially planned; and
iii. The extent to which the goals and specific objectives set forth in the Statement of Work were fulfilled.

C. Progress Report, to include a detailed description of:

i. The work performed during the reporting period, including progress toward, for Research Area 1, the identification and characterization of novel antigens, or for Research Area 2, the mapping and validation of T cell epitopes recognized by allergen-specific human peripheral blood T cells, as well as their phenotypes and frequency within the total T cell population;
ii. A full disclosure of the results obtained and their relevance, explanations of any differences between planned and actual progress, and, if necessary, what corrective steps are planned or have been implemented to achieve the goals and objectives of the contract including, but not limited to the re-direction, redefinition or alternative Project Plan proposals; and
iii. Changes to the Schematic of the Project Plan. The Contractor shall update the milestones of the research program and timelines for implementation and completion of milestones for specific research activities for the upcoming two (2) quarters including, but not limited to: resources, project milestones, timelines for each milestone, equipment, personnel and budget.

D. Copies of manuscripts (published or unpublished) derived from research performed under the contract and copies of all abstracts, manuscripts, preprints, and publications that resulted from work conducted, as well as any protocols and methods developed specifically under this contract during the performance period.

E. A full disclosure of intent to file patent applications or copyrights within or outside of the U.S. on procedures utilized, derived, or established by the work supported under this contract; and full disclosure of any patent applications or copyrights filed, as well as copies of patent or copyright applications.

A Semi-Annual Progress Report is not required for the period in which the Final Report is due.

3. Final Report

The Contractor shall submit a Draft Final Report prior to the completion of the contract performance period on a date specified in the contract. After review of the Draft Final Report by the Project Officer and Contracting Officer, the Contractor shall be notified within twenty-one (21) calendar days to prepare the Final Report. The Contractor shall submit the Final Report fifteen (15) calendar days prior to the completion date of the contract. The Draft Final Report **and** Final Report shall include the following:

A. Face page, to include:

i. the contract number, contract title, performance period covered, Contractor's name and address, telephone number, fax number, email address, and submission date;

B. Introduction covering:

i. the purpose and scope of the contract effort; and
ii. a summary, not to exceed 200 words, of salient results obtained during the entire performance period.

C. Executive summary to include;

i. an overview of the activities conducted during the contract period;
ii. the extent to which the goals and specific objectives set forth in the proposal were fulfilled; and

D. A detailed description of the work performed, to include;

i. results obtained;
ii. relevance of the results;
iii. relation between the results and work in the research area being conducted by other groups; and
iv. impact of the findings in the scientific community (based on annual professional scientific conferences).

B. OTHER REPORTS

1. Recommendations for External Scientific Advisory Group (SAG) Members

Within two (2) weeks of contract award, the Contractor shall provide a list of at least six (6) leading scientists knowledgeable in one or more research areas related to the contract, including, but not limited to, immunology, asthma, atopy, biochemistry, computational biology, and bioinformatics, recommended as SAG members. The list shall include a brief synopsis of their research interests and accomplishments (2-page maximum), and complete contact information (mailing address, phone number, fax number, and e-mail address). Current collaborators of the Contractor, and investigators who have co-published with the Contractor and the Contractor's Key Personnel within the past three (3) years are not eligible to be members of the SAG. The total number of SAG members shall not exceed eight (8).

2. Data Management Plan

Within two (2) weeks of contract award, the Contractor shall submit a Data Management Plan that is to be utilized during the contract. The Data Management Plan shall include the following:

A. Face page, to include:

i. Contract number, contract title, contract period, Contractor's name and address, telephone number, fax number, email address, and submission date.

B. Executive Summary, to include:

i. An overview of the database integrity and interoperability, operating procedures for data collection, quality control of recorded data and analysis.

C. Written Standard Operating Procedures, to include but not limited to:

i. Recording of experimental procedures or protocols
ii. Entry of raw data and original results
iii. Analysis of experimental results
iv. Procedures for correction of erroneous entries
v. Establishment and monitoring of data base security
vi. Procedures for data sharing

3. Human Subjects Protocol and IRB Approval

The Office for Human Research Protections (OHRP), Department of Health and Human Services, has issued Guidance on Research Involving Coded Private Information or Biological Specimens, and is available at http://www.hhs.gov/ohrp/humansubjects/guidance/cdebiol.pdf. In brief the OHRP guidance, which was addressed to Institutional Review Boards (IRBs), investigators, and funding agencies, affects the way the NIH and applicant institutions process proposals involving coded private information or human biological specimens. Human subjects research, involving individually identifiable human specimens or data, is subject to Federal and state regulatory requirements. For example, this would apply to, but is not limited to, research on living persons using:

- Bodily materials such as cells, blood, urine, tissues, organs, or hair or nail clippings, even if collected by others.

- Residual diagnostic specimens, including specimens from routine patient care, which were kept for research purposes instead of being discarded.
- Private information, such as medical information, even if the information was not collected for the study in question. This includes research on genetic information.

At the Post-Award Kick-Off meeting and thereafter, by the 15th of the month prior to the anniversary of the contract award, the Contractor shall submit a Human Subjects IRB Approval.

4. Annual Technical Progress Report for Clinical Research Study Populations

By the 15th of the month prior to the anniversary date of the contract award, the Contractor shall submit information about the inclusion of women and members of minority groups and their subpopulations for each study being performed under this contract. The Contractor shall submit this information in the format indicated in the attachment entitled, "Inclusion Enrollment Report," which is set forth in Section J of the contract. The Contractor also shall use this format, modified to indicate that it is a final report, for reporting purposes in the Final Report. The Contractor shall submit the report in accordance with ARTICLE F.1. DELIVERIES of the contract.

In addition, the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research, Amended, October, 2001 applies. The Guidelines may be found at the following website: http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm.

Include a description of the plans to conduct analyses, as appropriate, by sex/gender and/or racial/ethnic groups in the clinical trial protocol as approved by the IRB, and provide a description of the progress in the conduct of these analyses, as appropriate, in the Semi-Annual Progress Report and the Final Report. If the analysis reveals no subset differences, a brief statement to that effect, indicating the subsets analyzed, will suffice. The Government strongly encourages inclusion of the results of subset analysis in all publication submissions. In the final report, the contractor shall include all final analyses of the data on sex/gender and race/ethnicity.

5. Contract Review Meeting Reports

A report of the Post-Award Kick-Off Meeting and the Annual Review Meetings shall be prepared by the Contractor and submitted to the Project Officer and Contracting Officer within twenty-one (21) calendar days following the date of the meeting. These reports shall include copies of slide presentations, all other meeting materials, and summaries of major discussions, action items and decisions.

6. 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 Office of 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. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted on the completion date of the contract to the Contracting Officer.

The annual utilization report shall be submitted in accordance with ARTICLE F.1. DELIVERIES, of this contract. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted on the completion date of the contract to the following address:

Contracting Officer
NIAID, NIH, DHHS
DEA, Office of Acquisitions
6700-B Rockledge Drive, Room 3214, MSC 7612
Bethesda, Maryland 20892-7612

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all

information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (http://www.iedison.gov), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

7. Source Code and Object Code

As part of the requirements of this contract, the Contractor may develop algorithms, mathematical models, or neural networks to predict the structure and/or properties of novel allergens, or to predict T cell epitopes within known or novel allergens. Unless otherwise specified, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

C. Summary Table of Report Distribution

Type of Report	No. of Copies	Addresses/Distribution	Due Date
PROGRESS			
Project Plan	3 paper 2 electronic	Original hardcopy and one (1) electronic copy: Contracting Officer (CO), NIAID 6700 Rockledge Drive Bethesda, MD 20817 Two (2) paper and one (1) electronic: Project Officer (PO), NIAID 6610 Rockledge Drive Bethesda, MD 20817	At the Post-Award Kick-off Meeting and within thirty (30) calendar days of award.
Semi-Annual Progress Report	3 paper 2 electronic	Same as above to CO and PO	On the due date specified in the contract, during the performance period.
Draft Final Report	3 paper 2 electronic	Same as above to CO and PO	On a due date specified in the contract.
Final Report	3 paper 2 electronic	Same as above to CO and PO	Fifteen (15) days prior to the completion date of the contract.
Other Reports			
List of External Scientific Advisory Group	3 paper 2 electronic	Same as above to CO and PO	Within two (2) weeks after contract award.
Data Management Plan	3 paper 2 electronic	Same as above to CO and PO	Within two (2) weeks after contract award
Human Subjects Protocols and IRB Approval	3 paper 2 electronic	Same as above to CO and PO	At the Post-Award Kick-off Meeting and within thirty (30) calendar days of award
Human Subject Annual IRB Approval	3 paper 2 electronic	Same as above to CO and PO	By the 15th of the month prior to the anniversary date of the contract award.
Annual Technical Progress Report for Clinical Research Study Populations	3 paper 2 electronic	Same as above to CO and PO	By the 15th of the month prior to the anniversary date of the contract award.
Post-Award Kick-off Meeting	3 paper 2 electronic	Same as above to CO and PO	Within twenty-one (21) calendar days following the date of the Post-Award Kick-Off Meeting.
Contract Review Meeting Report	3 paper 2 electronic	Same as above to CO and PO	Within twenty-one (21) calendar days following the date of the Annual Review Meeting.
Invention Report	3 paper 2 electronic	Same as above to CO and PO	As required
Source Code and Object Code	3 paper 2 electronic	Same as above to CO and PO	As required, for use when software is used, produced, modified or enhanced. Due upon the expiration date of the contract.

D. OTHER DELIVERABLES

The Contractor shall prepare and provide the following deliverables throughout the period of performance:

1. The Contractor shall provide copies of any raw data, specific analysis and report(s) generated during the contract period related to performance of the contract at the request of the Contracting Officer. The submission of these reports shall be through the use of commercially available, and compatible with current NIH systems, software such as: Wordperfect, Microsoft Word, Excel, GraphPad or Adobe PDF. The Contractor shall provide these documents on compact disc, via electronic submission or through the use of USB Flash Drives and/or portable storage device. The Contractor shall confirm that all submitted documents are free of corrupting viruses or other electronic or program anomalies.

2. For Research Area 1, Novel Allergens, within six (6) months of contract award, the Contractor shall develop, maintain and update a free, public website, with approval from the Project Officer and Contracting Officer, for the dissemination of information generated under this contract. The website shall identify the NIAID as the source for funding and reference this BAA. Information shall be updated to the website no more than thirty (30) calendar days after submission of a Semi-Annual Progress Report.

3. For Research Area 2, Allergen-Specific T cell Epitopes, within six (6) months following the completion of epitope validation and verification studies, the Contractor shall submit data to the DAIT-supported Immune Epitope Database and Analysis Resource.

4. The Contractor shall deposit any transformed or immortalized allergen-specific human T cell lines or clones with a commercial repository, such as the American Type Culture Collection (ATCC), within six (6) months of their validation.

APPENDIX A:
Additional Technical Proposal Instructions
"ALLERGEN AND T CELL REAGENT RESOURCES FOR THE STUDY OF ALLERGIC DISEASES"
BAA NIH-NIAID-DAIT-07-34

FORMAT FOR TECHNICAL PROPOSAL-TABLE OF CONTENTS

It is strongly recommended that Offerors use the following template as the Table of Contents for the Technical Proposal. All information presented in the Technical Proposal should be presented in the order specified below.

The following additional Technical Proposal instructions reflect the requirements of the BAA and are meant to provide additional instructions as well as a uniform format for Technical Proposals. The information requested in these instructions should be used as a guide for formatting and preparing the proposal. Offerors should follow the instructions in Section L of the solicitation and include the information requested in this appendix.

Offerors are advised to give careful consideration to the Broad Agency Announcement Description, Background, Introduction, Research and Technical Objectives, all reference material, appendices and attachments, the technical evaluation criteria, and, the BAA as a whole, in the development of their proposal.

Offerors that propose subcontracts to perform portions of the statement of work should clearly identify the specific tasks for which they plan to utilize subcontractors, as well as the method and level of integration between the prime and subcontractor(s), and the expected advantages of such an approach.

THE TOTAL MAXIMUM NUMBER OF PAGES FOR THE TECHNICAL PROPOSAL FOR RESEARCH AREA 1 or RESEARCH AREA 2 MAY NOT EXCEED **150** PAGES, INCLUDING ALL APPENDICES. ANY PAGES IN EXCESS OF THIS LIMIT WILL BE EXPUNGED FROM THE PROPOSAL AND WILL NOT BE CONSIDERED IN THE TECHNICAL REVIEW.

TECHNICAL PROPOSAL – TABLE OF CONTENTS

A. RESEARCH AREA 1: IDENTIFICATION, VALIDATION AND CHARACTERIZATION OF NOVEL ALLERGENS

SECTION 1: TECHNICAL PROPOSAL OVERVIEW (2-3 pages)

Provide a brief overview of the proposed research activities, including descriptions of the following:

a) the novel allergen(s) proposed and the scope and objectives of the proposed research;
b) the activities to be performed by the Offeror and those that shall be provided by any proposed subcontractors, including the identification of the proposed subcontractors and a list of key personnel of the Offeror and the proposed subcontractors with degrees and titles;
c) the facilities and other resources to be made available by the Offeror and any proposed subcontractors; and

SECTION 2: RESEARCH PLAN

Provide a detailed plan for the design and conduct of activities for the identification, validation, and characterization of novel allergens to include the following:

a. Scientific/Technical Rationale

Provide background information that justifies the selection of allergen source, the selection of specific antigenic target(s) and rationale for the planned scientific approach. Sufficient detail should be provided to fully explain and justify the scientific/technical rationale for the proposed approach and/or methodologies to reflect a clear understanding of the scope and nature of the work to be undertaken. Include a discussion of the following:

i. The intended clinically relevant allergenic source;

ii. The intended method(s) to isolate novel allergen(s);
iii. A description of the potential novel allergen(s); and
iv. Data to support the methods used for isolation and characterization of novel allergen(s).

b. Study Design

Provide a detailed description of the experimental design including a discussion of the proposed technical approach to be used for each activity to achieve project objectives, data analysis methods, and a description of alternative approaches to be employed if these methods do not achieve the defined objectives. The Offeror shall describe each activity to be performed after contract award that is required to identify, validate, and characterize novel allergen(s) and complete all proposed work within a maximum five (5)-year period of performance.

c. Offeror's Proposed Statement of Work (***recommended limit-*** fifteen (15) pages)

In contracts awarded under this BAA, the Statement of Work (SOW) shall be the SOW proposed by the Offeror and negotiated and accepted by the NIAID. This section of the Offeror's Technical Proposal should outline the activities to be performed by the Contractor during performance of the contract using an outline format. The Offeror's proposed SOW should begin as follows: "Independently, and not as an agent of the Government, the Contractor shall furnish all necessary services, qualified professional, technical, and administrative personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, as needed to perform the tasks set forth below. Specifically, the Contractor shall:" The opening paragraph should be followed by a full SOW describing each activity that the Contractor shall perform after the award of the contract. The SOW shall include all activities required to effectively implement the Project Plan. The SOW should also include a description of all items to be delivered to the Government during performance of the contract, such as progress reports, financial reports, end products, and other deliverables.

Each activity described in the SOW will begin with the words "The Contractor shall…" Where appropriate, divide the Statement of Work into separate Activities and Sub-activities. Examples of Activities and Sub-activities include:

- Activity: The Contractor shall provide the equipment, facilities and other resources required for the implementation of the Project Plan.
    - Sub-activity: Specifically, the Contractor shall order, purchase and operate equipment needed to perform the work as defined in the Project Plan.
    - Sub-activity: Specifically, the Contractor shall train and monitor personnel performing work on the Project Plan.
- Activity: The Contractor shall provide Project Management services to track and maintain timelines of the Project Plan.
    - Sub-activity: Specifically, the Contractor shall provide project management of subcontracts.

d. Human Studies

Proposed studies involving the collection and evaluation of human samples must include:

(i) a synopsis of the clinical research through which human samples will be obtained; including a rationale for the proposed allergic patient population(s) and procedures for the selection of human blood donors with confirmed allergies from the proposed patient population(s).

(ii) a copy of the consent form for the clinical study through which human samples will be obtained;

(iii) a written agreement between the Offeror and the Principal Investigator of the clinical study through which clinical specimens will be obtained outlining:

- the nature of the human specimens and the manner of collection and access;
- the timing and manner of access to data produced by the clinical study, including procedures to maintain confidentiality;
- ownership, analysis and release of data resulting from the proposed studies; and
- description of the scientific qualifications of the Principal Investigator of the clinical study

(iv) where appropriate, documentation of data and safety monitoring procedures for the clinical study.

Contractors shall be required to adhere to the NIAID clinical terms of award for all funded studies involving the collection and evaluation of human clinical specimens (see http://www.niaid.nih.gov/ncn/pdf/clinterm.pdf).

e. Project Plan

Provide a Project Plan delineating the proposed milestones, associated timelines and budgets for completing each milestone. Discuss approaches to integrate adverse experimental or new scientific findings into the proposed goals and timelines.

f. Data Management

i. Describe the proposed data management system for the storage, quality control and management of all contract-generated data.

ii. Provide a Data Management Plan containing a summary of standard operating procedures for data collection and management, quality control, and analysis.

g. Provision of Contract-Generated Data and Resources to the Scientific Community

Provide a draft plan for the provision of contract-generated data and resources to the scientific community for further research and development. The plan must describe proposed approaches/methods for providing contract-generated data and resources, and any methods, technologies and procedures developed, in a timely and efficient manner. Include a description of the proposed public website for the dissemination of contract-generated information.

This plan must recognize the widely accepted ethic in the scientific community that investigators/organizations that generate data should have the priority to publish the work in a peer-reviewed journal and/or present their findings at scientific conferences, in a timely manner. The plan also shall detail how the Offeror will comply with the principles and guidelines for recipients of NIH research grants and contracts on obtaining and disseminating biomedical research resources. The guidelines are found at the following site: http://ott.od.nih.gov/NewPages/RTguide_final.html

SECTION 3: SCIENTIFIC AND TECHNICAL PERSONNEL

The Technical Proposal shall describe in detail the responsibilities and level of effort of all personnel who will be assigned to the contract, including subcontractor staff.

The Technical Proposal shall provide documentation of the qualifications, knowledge, experience, education, competence, availability, and decision-making authority of the PI, as well as research, project management, and statistical staff. Resumes, endorsements, and documentation of previous relevant efforts provided on behalf of the PI and other scientific and technical personnel shall clearly demonstrate relevant knowledge, training, experience, and specific accomplishments. Resumes should be limited to three (3) pages, single-spaced.

The Technical Proposal must also identify all proposed subcontractors and consultants and provide the same information and documentation as noted above with respect to the qualifications, knowledge, training, experience, education, availability, and specific responsibilities, including documentation of previous work relevant to the proposed tasks to be carried out by all such subcontractors and consultants.

SECTION 4: PROJECT MANAGEMENT

The Technical Proposal must include a Project Management Plan to:

- Describe how the project will be staffed, organized and managed, including a detailed description of the responsibilities and the level of effort for all proposed personnel who will be assigned to the contract, and an administrative framework indicating clear lines of authority and responsibility for all personnel, including proposed subcontractors and consultants.
- Describe project management systems that will be used to track activities and to keep multiple activities on time and within budget.
- Outline how the PI will communicate and interact with the Project Officer and the Contracting Officer and how the PI will communicate, monitor, and manage the project both internally and externally (at subcontractor facilities).

SECTION 5: EXTERNAL SCIENTIFIC ADVISORY GROUP

The Technical Proposal must include a plan that describes the agreements to be put in place with members of the External Scientific Advisory Group (SAG) in order to safeguard confidentiality of data and information that may be shared with these external advisors at Annual Review Meetings.

> ***NOTE: DO NOT CONTACT POTENTIAL MEMBERS PRIOR TO AWARD OR PROPOSE MEMBERS OF THE SCIENTIFIC ADVISORY GROUP IN THE TECHNICAL PROPOSAL*.**

SECTION 6: ANNUAL REVIEW MEETINGS

The Technical Proposal must include a plan for how the Contractor will plan, organize and conduct Annual Review Meetings that will include the Project Officer and Contracting Officer, the SAG, the PI, key Contractor and subcontractor staff, and relevant scientists involved on the contract.

SECTION 7: FACILITIES, EQUIPMENT AND OTHER RESOURCES

As appropriate to the Offeror's proposed Statement of Work, the Technical Proposal must document the availability and adequacy of facilities, equipment and other resources available for performance of the contract, including: (1) laboratory layouts; (2) information regarding ownership/lease of the facility(ies), including documentation of the availability of proposed facilities for the duration of the contract; (3) plans for and procedures to be utilized to insure compliance with all OSHA and applicable Federal safety guidelines and regulations, including training and monitoring of personnel; and (4) plans for obtaining, adding or deleting facilities as necessary due to progress or performance issues that arise during the course of the research plan.

B. RESEARCH AREA 2: IDENTIFICATION AND VALIDATION OF ALLERGEN-SPECIFIC T-CELL EPITOPES

SECTION 1: TECHNICAL PROPOSAL OVERVIEW

Provide a brief overview of the proposed research activities, including descriptions of the following:

a. the allergen(s) proposed and the scope and objectives of the proposed research;
b. the activities to be performed by the Offeror and those that shall be provided by any proposed subcontractors, including the identification of the proposed subcontractors and a list of key personnel of the Offeror and the proposed subcontractors with degrees and titles;
c. the facilities and other resources to be made available by the Offeror and any proposed subcontractors; and
d. the period of contract funding requested and the total budget for each year.

SECTION 2: RESEARCH PLAN

Provide a detailed plan for the design and conduct of activities for the identification, validation, and characterization of novel allergens to include the following:

a. Scientific/Technical Rationale

Provide background information that justifies the selection of allergen source, the selection of specific antigenic target(s) and rationale for the planned scientific approach. Sufficient detail should be provided to fully explain and justify the scientific/technical rationale for the proposed approach and/or methodologies to reflect a clear understanding of the scope and nature of the work to be undertaken. Include a discussion of the following:

i. The intended clinically relevant allergenic source;
ii. The intended method(s) to isolate defined peptide epitopes(s);
iii. A description of the potential defined peptide epitopes (s); and
iv. Data to support the methods used for isolation and characterization of defined peptide epitope(s).

b. Study Design

Provide a detailed description of the experimental design including a discussion of the proposed technical approach to be used for each activity to achieve project objectives, data analysis methods, and a description of alternative approaches to be employed if these methods to not achieve the defined objectives. The Offeror shall describe each activity to be performed after contract award that is required to identify, validate, and characterize defined peptide epitope(s) and complete all proposed work within the five (5)-year period of performance.

c. Offeror's Proposed Statement of Work (***recommended limit-*** fifteen (15) pages)

In contracts awarded under this BAA, the Statement of Work (SOW) shall be the SOW proposed by the Offeror and negotiated and accepted by the NIAID. This section of the Offeror's Technical Proposal should outline the activities to be performed by the Contractor during performance of the contract using an outline format. The Offeror's proposed SOW should begin as follows: "Independently, and not as an agent of the Government, the Contractor shall furnish all necessary services, qualified professional, technical, and administrative personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, as needed to perform the tasks set forth below. Specifically, the Contractor shall:" The opening paragraph should be followed by a full SOW describing each activity that the Contractor shall perform after the award of the contract. The SOW shall include all activities required to effectively implement the Project Plan. The SOW should also include a description of all items to be delivered to the Government during performance of the contract, such as progress reports, financial reports, end products, and other deliverables, and provide a timetable for their delivery.

Each activity described in the SOW will begin with the words "The Contractor shall…" Where appropriate, divide the Statement of Work into separate Activities and Sub-activities. Examples of Activities and Sub-activities include:

- Activity: The Contractor shall provide the equipment, facilities and other resources required for the implementation of the Project Plan.

- Sub-activity: Specifically, the Contractor shall order, purchase and operate equipment needed to perform the work as defined in the Project Plan.
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c. Human Studies

Proposed studies involving the collection and evaluation of human samples must include:

i. a synopsis of the clinical research through which human samples will be obtained; including a rationale for the proposed allergic patient population(s) and procedures for the selection of human blood donors with confirmed allergies from the proposed patient population(s).
ii. a copy of the consent form for the clinical study through which human samples will be obtained;
iii. a written agreement between the Offeror and the Principal Investigator of the clinical study through which clinical specimens will be obtained outlining:

- the nature of the human specimens and the manner of collection and access;
- the timing and manner of access to data produced by the clinical study, including procedures to maintain confidentiality;
- ownership, analysis and release of data resulting from the proposed studies; and
- description of the scientific qualifications of the Principal Investigator of the clinical study.

iv. where appropriate, documentation of data and safety monitoring procedures for the clinical study.

Contractors shall be required to adhere to the NIAID clinical terms of award for all funded studies involving the collection and evaluation of human clinical specimens (see http://www.niaid.nih.gov/ncn/pdf/clinterm.pdf).

d. Project Plan

Provide a Project Plan delineating the proposed milestones, associated timelines and budgets for completing each milestone. Discuss approaches to integrate adverse experimental or new scientific findings into the proposed goals and timelines.

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i. Describe the data management system to be used for the storage, quality control and management of all contract-generated data.
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Provide a draft plan for the provision of contract-generated resources and data to the scientific community for further research and development. The plan must describe proposed approaches/methods for providing contract-generated resources and data in a timely and efficient manner.

The plan must recognize the widely accepted ethic in the scientific community that investigators/organizations that generate data should have the priority to publish the work in a peer-reviewed journal and/or present their findings at scientific conferences, in a timely manner. The plan also shall detail how the Offeror will comply with the principles and guidelines for recipients of NIH research grants and contracts on obtaining and disseminating biomedical research resources. The guidelines are found at the following site: http://ott.od.nih.gov/NewPages/RTguide_final.html

SECTION 3: SCIENTIFIC AND TECHNICAL PERSONNEL

The Technical Proposal shall describe in detail the responsibilities and level of effort of all personnel who will be assigned

to the contract.

The Technical Proposal shall provide documentation of the qualifications, knowledge, experience, education, competence, availability, and decision-making authority of the PI, as well as research, project management, and statistical staff. Resumes, endorsements, and documentation of previous relevant efforts provided on behalf of the PI and other scientific and technical personnel shall clearly demonstrate relevant knowledge, training, experience, and specific accomplishments. Resumes should be limited to three (3) pages, single-spaced.

The Technical Proposal must also identify all proposed subcontractors and consultants and provide the same information and documentation as noted above with respect to the qualifications, knowledge, training, experience, education, availability, and specific responsibilities, including documentation of previous work relevant to the proposed tasks to be carried out by all such subcontractors and consultants.

SECTION 4: PROJECT MANAGEMENT

The Technical Proposal must include a Project Management Plan to:

- Describe how the project will be staffed, organized and managed, including a detailed description of the responsibilities and the level of effort for all proposed personnel who will be assigned to the contract, and an administrative framework indicating clear lines of authority and responsibility for all personnel, including proposed subcontractors and consultants.
- Describe project management systems that will be used to track activities and to keep multiple activities on time and within budget.
- Outline how the PI will communicate and interact with the Project Officer and the Contracting Officer and how the PI will communicate, monitor, and manage the project both internally and externally (at subcontractor facilities).

SECTION 5: EXTERNAL SCIENTIFIC ADVISORY GROUP

The Technical Proposal must include a plan that describes the agreements to be put in place with members of the External Scientific Advisory Group (SAG) in order to safeguard confidentiality of data and information that may be shared with these external advisors at Annual Review Meetings.

> ***NOTE: DO NOT CONTACT POTENTIAL MEMBERS PRIOR TO AWARD OR PROPOSE MEMBERS OF THE SCIENTIFIC ADVISORY GROUP IN THE TECHNICAL PROPOSAL*.**

SECTION 6: ANNUAL REVIEW MEETINGS

The Technical Proposal must include a plan for how the Contractor will plan, organize and conduct Annual Review Meetings that will include the Project Officer and Contracting Officer, the SAG, the PI, key Contractor and subcontractor staff, and relevant scientists involved on the contract.

SECTION 7: FACILITIES, EQUIPMENT AND OTHER RESOURCES

As appropriate to the Offeror's proposed Statement of Work, the Technical Proposal must document the availability and adequacy of facilities, equipment and other resources available for performance of the contract, including: (1) laboratory layouts; (2) information regarding ownership/lease of the facility(ies), including documentation of the availability of proposed facilities for the duration of the contract; (3) plans for and procedures to be utilized to insure compliance with all safety guidelines and regulations, including training and monitoring of personnel; and (4) plans for obtaining, adding or deleting facilities as necessary due to progress or performance issues that arise during the course of the research plan.

APPENDIX B: ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS AND UNIFORM COST ASSUMPTIONS "ALLERGEN AND T CELL REAGENT RESOURCES FOR THE STUDY OF ALLERGIC DISEASES" BAA NIH-NIAID-DAIT-07-34

In addition to the format requirements for the Business Proposal that are contained in Section L of the solicitation, the information provided in this appendix is intended to provide uniform cost assumptions and business clarifications.

Offerors are advised to give careful consideration to the Broad Agency Announcement Description, Background, Research and Technical Objectives, all reference material provided as appendices and attachments, the Technical Evaluation Criteria, and the BAA as a whole, in the development of their proposal. The information requested in these instructions should be used as a guide for the development and formatting of your Business Proposal. Offerors should consider and include the information requested in this appendix, as well as any other information which will benefit the proposal.

1. **Purchase of Equipment**: Offerors should propose the cost of any purchases of special purpose equipment necessary to the performance of their proposed Statement of Work. A justification should be provided as to why this equipment will be purchased under the contract.

2. **Alterations and Renovations**: Contract funds will **not** be provided for alterations and renovations to the facilities under this contract.

3. **Contract Meetings**: Budget for travel and per diem for the External Scientific Advisory Group (four (4) members), to consist of the Principal Investigator, key investigators, and key subcontractor staff to attend a 1.5 day Post-Award Kick-Off Meeting and 1.5-day Annual Review Meetings, the location of which may alternate between Bethesda, Maryland and the Contractor's site.

4. **Costs for Repository Filings**: Provide an estimated budget for necessary costs for submitting immortalized cell lines and/or novel allergens to appropriate repositories.