

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Requisition or other Purchase Authority: _____		
2. Request for Proposal (RFP) Number: N02CM47001-42	3. Issue Date: 10/14/2014	4. Set Aside: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes See Part IV Section L
5. Title : PRECLINICAL TOXICOLOGY OF DRUGS DEVELOPED FOR CANCER PATIENTS		
6. ISSUED BY: Office of Acquisitions National Cancer Institute National Institutes of Health Treatment and Support Branch Riverside Five Suite 400 8490 Progress Drive, Room 4032 Frederick, MD 21701	7. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
8. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 2:00PM Eastern local time on December 08, 2014. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.		
9. This solicitation requires delivery of proposals as stated in ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." If proposals are required to be delivered to two different locations, the OFFICIAL POINT OF RECEIPT for determining TIMELY DELIVERY is the address provided for the OFFICE OF ACQUISITIONS. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE OFFICE OF ACQUISITIONS, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH subparagraph (c)(3) of FAR Clause 52.215-1, Instructions to Offerors--Competitive Acquisition," LOCATED IN SECTION L.1. OF THIS SOLICITATION.		
10. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. Offerors must access the CCR through The System for Award Management (SAM) at http://www.sam.gov		
11. FOR INFORMATION CALL: Andrew May, Contracting Officer PHONE: 301-624-8755 e-MAIL: Andrew.May@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
All questions must be in writing. E-mail proposals will not be accepted.		MaryAnne Golling Contracting Officer Office of Acquisitions National Cancer Institute

RFP TABLE OF CONTENTS

PART I - THE SCHEDULE	4
SECTION A - SOLICITATION/CONTRACT FORM	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
SECTION C - WORK STATEMENT	7
SECTION D - PACKAGING, MARKING AND SHIPPING	10
SECTION E - INSPECTION AND ACCEPTANCE	11
SECTION F - DELIVERIES OR PERFORMANCE	12
SECTION G - CONTRACT ADMINISTRATION DATA	14
SECTION H - SPECIAL CONTRACT REQUIREMENTS	21
PART II - CONTRACT CLAUSES	28
ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT.....	33
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	37
SECTION J - LIST OF ATTACHMENTS	37
SOLICITATION ATTACHMENTS.....	37
TECHNICAL PROPOSAL ATTACHMENTS.....	37
BUSINESS PROPOSAL ATTACHMENTS.....	37
INFORMATIONAL ATTACHMENTS.....	38
PART IV - REPRESENTATIONS AND INSTRUCTIONS	39
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	39
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	40
1. GENERAL INFORMATION.....	40
a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION.....	40
b. NAICS CODE AND SIZE STANDARD.....	44
c. TYPE OF CONTRACT AND NUMBER OF AWARDS.....	45
d. TASK ORDERS UNDER MULTIPLE AWARD INDEFINITE DELIVERY CONTRACTS.....	45
e. COMMITMENT OF PUBLIC FUNDS.....	47
f. COMMUNICATIONS PRIOR TO CONTRACT AWARD.....	47
g. RELEASE OF INFORMATION.....	47
h. PREPARATION COSTS.....	47
i. SERVICE OF PROTEST.....	47
2. INSTRUCTIONS TO OFFERORS.....	48
a. GENERAL INSTRUCTIONS.....	48
1. Contract Type and General Clauses.....	48
2. Authorized Official and Submission of Proposal.....	48
3. Proposal Summary and Data Record (NIH-2043).....	49
4. Separation of Technical and Business Proposals.....	49
5. Alternate Proposals.....	49
6. Evaluation of Proposals.....	49
7. Potential Award Without Discussions.....	50
8. Use of the Metric System of Measurement.....	50
9. Privacy Act - Treatment of Proposal Information.....	50
10. Selection of Offerors.....	51

11. ROTC Access and Federal Military Recruiting on Campus.....	51
12. Certification of Filing and Payment of Taxes.....	52
13. Past Performance Information.....	52
14. Solicitation Provisions Incorporated by Reference.....	53
b. TECHNICAL PROPOSAL INSTRUCTIONS.....	53
1. Technical Discussions.....	53
2. Other Considerations.....	55
3. Technical Evaluation.....	56
4. Care of Live Vertebrate Animals.....	56
5. Electronic and Information Technology Accessibility, HHSAR 352.239-73(a).....	56
c. BUSINESS PROPOSAL INSTRUCTIONS.....	58
1. Basic Cost/Price Information.....	58
2. Proposal Cover Sheet.....	58
3. Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data.....	58
4. Salary Rate Limitation.....	59
5. Small Business Subcontracting Plan.....	60
6. Mentor Protege Program, HHSAR 352.219-70.....	62
7. HUBZone Small Business Concerns.....	62
8. Extent of Small Disadvantaged Business Participation.....	63
9. Total Compensation Plan.....	64
10. Other Administrative Data.....	65
11. Qualifications of the Offeror.....	68
12. Subcontractors.....	69
13. Proposer's Annual Financial Report.....	69
14. Travel Costs/Travel Policy.....	69
SECTION M - EVALUATION FACTORS FOR AWARD.....	71
1. GENERAL.....	71
2. COST/PRICE EVALUATION.....	71
3. MANDATORY QUALIFICATION CRITERIA.....	71
4. TECHNICAL EVALUATION FACTORS.....	72
5. PAST PERFORMANCE FACTOR.....	77
6. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION.....	78

PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/ CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

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 CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER 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. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION 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 objective of this contract is to acquire for the direct benefit of the Government toxicological data allowing essential characterization of the toxicological properties of potential investigational new drugs for the treatment of Cancer (including small molecules and biologicals). The data will serve as the basis of the Government's or the principal investigator's filing for an IND (investigational new drug application) to institute human clinical trials.

ARTICLE B.2. PRICES/COSTS

- a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of * \$1,500 (minimum) nor more than a total of \$19,000,000 (maximum) for successful performance of this contract. * To be negotiated.
- b. The costs set forth in this ARTICLE will cover the contract period Tentative 01/15/2015 through 01/14/2020.
- c. The Government will compete and award Task Orders based on the work described in SECTION C of this contract.
- d. Ordering procedures are described in The TASK ORDER PROCEDURE Article in SECTION G of this contract.

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) Conferences & Meetings, 2) Food for Meals, Light Refreshments & Beverages, 3) Promotional Items, 4) Acquisition, by purchase or lease, of any interest in real property; 5) Special rearrangement or alteration of facilities; 6) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 7) Travel Costs including Foreign Travel; 8) Consultant Costs; 9) Subcontract Costs; 10) Patient Care Costs; 11) Accountable Government Property; 12) Printing costs; and 13) 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.

a. Confidential Treatment of Sensitive Information:

The Contractor SHALL GUARANTEE strict confidentiality of the information/data that is provided by the Government during the performance of the contract. The Government has determined that the information/data that the Contractor will be provided during the performance of the contract is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can ONLY be made after the Contractor receives written approval from the Contracting Officer. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

In some instances, a confidentiality agreement must be in place prior to the information/data being provided to the Contractor.

b. Travel:

There is a restriction for use of appropriated funds in the Consolidated and Further Continuing Resolution Act, 2013 or any FY 13 Appropriations Act for travel and conference activities unless they are consistent with

OMB Memorandum M-12-12. Travel may not be funded by this contract unless authorization is obtained prior to the travel occurrence from the Contracting Officer.

c. Invoices:

Each monthly invoice shall be submitted electronically to the Contract Specialist. One (1) hard copy must be sent to OFM. Payments under the PMS system will not be authorized. All invoices shall be two way match.

SECTION C - WORK STATEMENT

ARTICLE C.1. -STATEMENT OF WORK

- 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, dated 08/28/2013, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format.

All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including guidance and specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Making Files Accessible."

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of the Final Report will be required in any contract resulting from this solicitation. This report will require descriptive information about the activities undertaken during the reporting periods. The content of this report will be determined prior to contract award. *[Note: Beginning May 25, 2008, the Contractor shall include the applicable PubMed Central or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

- Monthly
- Quarterly
- Semi-Annually Financial Report per Task Order
- Annually
- Annually (with a requirement for a Draft Annual Report)
- Final - Upon final completion of the Task Order
- Final - Upon final completion of the Contract

a. Reports/Deliverables

1. Section 508 Annual Report

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. The Section 508 Report Template and Instructions for completing the report are available at: <http://www.hhs.gov/web/508/contracting/technology/vendors.html> under "Vendor Information and Documents."

2. Study Reports

The final report for each study/Task ORDER will be due between fifteen (15) and forty-five (45) working days following completion of the in-life phase of the study. The due dates for reports on each segment of the study will be mutually agreed to at the time of study initiation. Each report must be acceptable to the COR for filing as Attachment 6a of an Investigational New Drug Application with the Food and Drug Administration.

These reports will accurately and completely describe the study design, procedures and findings, present an analysis and summary of the data followed by the conclusions derived from the analyses. Protocol modifications and/or deviations will be presented and discussed as well. The report will also include: (a) a cover page which will include the title, contract number, authors, laboratory name and address, dates of initiation and completion, and sponsor; (b) the NTIS Report Documentation Page, to be placed at the beginning of the final report; (c) a comprehensive summary to be placed after the NTIS page; (d) the dated signature of the Study Director and any others deemed necessary; (e) a table of contents; and (f) a statement prepared and signed by the Quality Assurance Unit which will refer to all phases of the study and where the raw data records, reports and samples are stored. In addition, the following items must be included in each report. Additional items may be required per Principal Investigator/COR discussions.

1. Compound information

a. Identity data

b. Lot number

c. History (dates received, on test and study completed)

d. Stability

2. All data requested

3. Animal history (source, sex, age, weight, immunization, procedure used for unique identification, etc.)

4. Baseline data (pre-test)

5. Control animals

6. Vehicle controls (if requested)

7. Dose formulation information

8. Route of administration

9. Rate of injection

10. Urinalysis data, if specifically requested

11. Methodologies of all test procedures

12. Days of sacrifice

13. Time period from death to necropsy

14. Gross and microscopic pathology

15. Rationale and documentation of all deviations from protocol

16. Statistical methods for analyzing data

17. Corrections or additions to reports are to be submitted in form of amendment clearly identifying that part of report being added to or corrected, reasons for addition or correction and dated signature of person responsible

18. All portions of the studies and reports must be in compliance with the GLP Regulations as published in the Friday, December 22, 1978 Federal Register, Vol. 43, No. 247, pp.59986-60025.

3. Raw Data

Data will be collected using the laboratory's in-house data management system. Final tabular data and raw data will be transmitted to the NCI for archival purposes. In addition, data shall be transmitted electronically as requested in the task order.

4. Final Report

The contractor shall submit a final report that documents and summarizes the results of the entire contract period of performance. See Article F.1 for due dates.

ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government

support certification, shall be directed to the Division of Extramural Inventions and Technology Resources (DEITR), OPERA, OER, NIH, 6705 Rockledge Drive, Suite 310, 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(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

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 Extramural Inventions and Technology Resources Branch, OPERA, NIH.

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.

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 Contracting Officer's Representative (COR) is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
TBD

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 **52.246-4, Inspection of Services - Fixed Price** (August 1996).

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (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 the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the dates specified below:

Item	Description	Due Date	CS	COR
(1)	Study Reports	15-45 working days from the end of the live phase	Electronic Copy	Electronic Copy
(2)	Raw Data	As required by the COR	N/A	Electronic Copy
(3)	Section 508 Annual Report	Annually on the anniversary date of the contract	Electronic Copy	N/A
(4)	Annual Utilization Report	Annually on the anniversary date of the contract	Electronic Copy	N/A
(5)	Semi-Annual Financial Report	Semi-Annual	Electronic Copy	Electronic Copy
(6)	Final Report	Expiration date of the contract	Electronic Copy	Electronic Copy
(7)	Final Invention Statement	Expiration date of the contract	Electronic Copy	N/A
(8)	Final Task Order Report	Expiration date of Task Order	Electronic Copy	Electronic Copy
(9)	Animal Assurance	As revised/updated	Electronic Copy	Electronic Copy

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

Addressee	Deliverable Item No	Quantity
Contract Specialist (CS) -TBD National Cancer Institute Office of Acquisitions, TSB Riverside Five 8490 Progress Drive, Suite 400 Frederick, MD 21701 Email: TBD	(1), (3), (4), (5), (6), (7), (8) and (9)	One (1) electronic copy via e-mail
COR- TBD National Cancer Institute Developmental Therapeutics Program Division of Cancer Treatment and Diagnosis 9609 Medical Center Drive Bethesda, MD 20852 Email: TBD	(1) , (2), (5), (6), (8) and (9)	One (1) electronic copy via e-mail

Addressee	Deliverable Item No	Quantity
Division of Extramural Inventions and Technology Resources (DEITR), OPERA, OER, NIH 6705 Rockledge Drive, Suite 410, MSC 7980 Bethesda, MD 20892-7980	(7)	One (1) electronic copy via e-mail

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

This contract incorporates the following clause(s) 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.acquisition.gov/far> .

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

Alternate I (April 1984) is applicable to this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

TBD

The COR 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 for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.242-70 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
TBD	

ARTICLE G.3. TASK ORDER PROCEDURE

This contract provides for the issuance of Task Orders on a negotiated basis as follows:

a. **General**

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

b. Requesting Task Order Proposals.

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing. A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement.

Generally, the Task Order Request for Proposal (TORFP) will include but is not limited to the following:

1. Statement of Work;
2. Reporting Requirements and Deliverables;
3. Proposal Due Date and Location to Deliver Proposals;
4. Period of Performance of Task Order;
5. Anticipated type of Task Order;
6. Technical Proposal Instructions;
7. Business proposal Instructions
8. Evaluation Factors for Award

All contract clauses contained this contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order.

Contractors are not required to propose on all TORFPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORFP. An election not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Task Order.

c. Competitive Ordering Process.

1. All Contractors within a technical area will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.
2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORFP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
 - Understanding of the requirements;
 - Experience and capability on similar tasks;
 - Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.
 - Procedures for assuring quality of work, products, and deliverables;

- Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
- Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
- References to evaluate past performance; and
- Cost/Price to perform the task order.

d. Evaluation and Award of Task Order Proposals

The Government will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, technical factors will be significantly more important than cost or price. However, each TORFP will specify how the award decision will be made.

Upon completion of evaluations, the Contracting Officer will issue a task order to the Contractor whose proposal is most advantageous to the government.

The Contracting Officer will notify the Contractor(s) of the selection decision in writing.

e. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,000 unless the following exception(s) apply:
 - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - iv. It is necessary to place an order to satisfy a minimum guarantee.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
 - i. For orders exceeding \$3,000 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
 - ii. For orders exceeding the simplified acquisition threshold up to \$5 Million, in accordance with 16.505(b)(1)(iii); and,
 - iii. For orders exceeding \$5 Million, in accordance with FAR 16.505(b)(1)(iv).

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

- a. Invoice Submission/Contract Financing Request and Contract Financial Reporting, NIH(RC)-4 for NIH Cost-Reimbursement Type Contracts are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

E-mail:

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

Central Point of Distribution:

The Contractor shall submit an electronic copy of the payment request to the Central Point of Distribution mailbox. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**
 - a. The original invoice shall be submitted to the following designated billing office:

National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500
 - b. One courtesy copy of the original invoice shall be submitted electronically as follows:
 1. The Contractor shall scan the original payment request (invoice) in Adobe Portable Document Format (PDF) along with the necessary supporting documentation as one single attachment.
 2. **Save** the single attachment (scanned invoice along with any supporting documentation) in the following format: YourVendorName_Invoice number (e.g., if you are submitting Invoice 123456, save the single attachment as "ABCDEF_Invoice 123456") [Note: Please do not use special characters such as (#, \$, %, *, &, !) when saving your attachment. Only the underscore symbol (_) is permitted.]
 3. **Transmit** the saved single attachment via e-mail to the appropriate branch's Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NCI OA Branch C - ncibranchcinvoices@mail.nih.gov . Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contract Number_ Contract Title_ Contractor's Name_ unique Invoice number

(e.g, HHSN2612XXXXXC_Clinical Genetics Support_ABCDEF_Invoice 12345) **[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office listed in subparagraph a, above, to meet the requirements of a "proper invoice." Also, The Contractor must certify on the payment request that the electronic courtesy copy is a duplicate of the original invoice mailed to NIH's Office of Financial Management.]**

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute .
 - b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
 - c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
 - d. Invoice Matching Option. This contract requires a two-way match.
 - e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
 - f. The Contract Title is:

Preclinical Toxicology of Drugs Developed for Cancer Patients
 - g. Contract Line Items as follows:

Line Item #	Line Item Description

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6088.

E-mail:

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to

the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

Central Point of Distribution:

The Contractor shall submit an electronic copy of the payment request to the Central Point of Distribution mailbox. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

ARTICLE G.5. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

ARTICLE G.6. 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 Acquisition Management and Policy
National Institutes of Health
6011 EXECUTIVE BLVD, ROOM 549C, MSC-7663
BETHESDA MD 20892-7663

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

ARTICLE G.7. 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 Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually as follows on TBD [Insert Dates].

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 may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.gov>

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

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

ARTICLE H.2. 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.3. 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.4. NEEDLE DISTRIBUTION

The Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

ARTICLE H.5. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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.

ARTICLE H.6. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

ARTICLE H.7. CARE OF LIVE VERTEBRATE ANIMALS, HHSAR 352.270-5(b) (October 2009)

- a. Before undertaking performance of any contract involving animal-related activities where the species is regulated by USDA, the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR sections 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the Contracting Officer.
- b. The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR Sections 2.1-2.11, or from a source that is exempt from licensing under those sections.
- c. The Contractor agrees that the care, use and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care of Use of Laboratory Animals (PHS Policy), the current Animal Welfare Assurance (Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see 7 U.S.C. 2131 et seq. and 9 CFR Subchapter A, Parts 1-4). In case of conflict between standards, the more stringent standard shall govern.
- d. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (a) through (c) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with approved Assurances.

Note: The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (E-mail: ace@aphis.usda.gov; Web site: (http://www.aphis.usda.gov/animal_welfare).

(End of Clause)

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 (PHS Policy). The PHS Policy can be accessed at: <http://grants1.nih.gov/grants/olaw/references/phspol.htm>

In addition, the research involving live vertebrate animals shall be conducted in accordance with the description set forth in the Vertebrate Animal Section (VAS) of the contractor's technical proposal, as modified in the Final Proposal Revision (FPR), dated TBD, which is incorporated by reference.

ARTICLE H.9. INTRODUCTION OF RODENTS AND RODENT PRODUCTS

No rodent or rodent product shall be delivered into the NIH, NCI environment (NIH) directly, or through collaborative research or holding facilities under contract to TBD except by permit. Direct shipments to NIH from a Division of Veterinary Resources (DVR), Office of Research Services (ORS) approved source will be considered exempt. Non-exempt sources must be approved by permit issued through the DVR, ORS. The permit must be obtained by the Contractor prior to the shipment to NIH of the rodents and/or rodent products. The Contractor must be sure that this permit exists and is current before transferring rodents or rodent products into the NIH, NCI environment. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Applications for permits should be submitted by facsimile not less than 30 days prior (60 days in situations

where quarantine is likely) to shipping date to: NIH Division of Veterinary Resources (DVR), Office of Research Services (ORS), Building 14G, Service Rd. South, Room 102, BETHESDA MD 20892-5210, (301)496-2527, FAX: (301) 402-0352.

ARTICLE H.10. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL:

<http://oma.od1.nih.gov/manualchapters/intramural/3044-2/>

ARTICLE H.11. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE H.12. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

ARTICLE H.13. CERTIFICATION OF FILING AND PAYMENT OF TAXES

The contractor must be in compliance with Section 518 of the Consolidated Appropriations Act of FY 2014.

ARTICLE H.14. OPTION PROVISION

Unless the Government exercises its Options pursuant to the Option Clause set forth in ARTICLE I.3., Task Orders issued under this contract may consist only of the Base Period of the Statement of Work as defined in the Task Order. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract, and FAR Clause 52.217-7, Option for Increased Quantity - Separately Priced Line Item, set forth in ARTICLE I.3. of the contract or an awarded Task Order, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in the Task Order. If the Government exercises this option, notice must be given at least 30 days prior to the expiration date of the Task Order, and the estimated cost plus fixed fee of the Task Order will be increased as set forth in the ESTIMATED COST - OPTION SECTION of the Task Order.

ARTICLE H.15. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated TBD 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 due on the following dates for the entire life of this contract:

April 30th
October 30th
Expiration Date of Contract

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:

TBD
Contracting Officer

ARTICLE H.16. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-73(b) (January 2010)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards>.
- b. The Section 508 standards applicable to this contract/order are identified in the Statement of Work. The contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$100,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.
- c. In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found on the HHS Web site (<http://www.hhs.gov/web/508/contracting/technology/vendors.html>).

[(End of HHSAR 352.239-73(b))]

- d. Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Project Officer. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available in the Section 508 policy on the HHS Office on Disability Web site under the heading Vendor Information and Documents. The Contractor's failure to submit a

timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report:

TBD

[End of HHSAR 352.239-73(c)]

ARTICLE H.17. CONFIDENTIALITY OF INFORMATION

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

The following information is covered by this article:

Certain data provided to the Contractor under this contract must be treated confidentially. The data to be treated confidentially is associated with certain "discreet" compounds that are not available to the public. When compounds are assigned to the Contractor, these discreet compounds will be identified by the letter "D" as a prefix to the compound NSC number. Under no circumstances are chemicals or drugs or any information associated with these chemicals or drugs to be released or divulged without prior written approval of the NCI COR.

ARTICLE H.18. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.227-70, Publications and Publicity** incorporated by reference in SECTION I of this contract, 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 NCI, National Institutes of Health, Department of Health and Human Services, under Contract No. TBD"

ARTICLE H.19. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(5), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts.

[The appropriate individual will be included in the resultant contract as follows:]

Non R&D Contracts:
Dr. Richard G. Wyatt
NIH Competition Advocate
1 Center Drive, Room 160, MSC 0151
Bethesda, MD 20892-0151
Phone: (301) 496-4920
FAX: (301) 402-4273
e-mail: WyattRG@mail.nih.gov

ARTICLE H.20. 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 website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.21. INTELLECTUAL PROPERTY OPTION TO COLLABORATOR

NCI may collaborate with an outside investigator who has proprietary rights to compounds which may be assigned under this contract. This collaborator will be identified by the Contracting Officer's Representative (COR) at the time of assignment and in this case, the following option regarding Intellectual Property Rights will be applicable.

Contractor agrees to promptly notify the NCI and "Collaborator" in writing of any inventions, discoveries or innovations made by the Contractor's principal investigator or any other employees or agents of the Contractor, whether patentable or not, which are conceived and/or first actually reduced to practice in the performance of this study using Collaborator's Study Agent (hereinafter "Contractor Inventions").

Contractor agrees to grant to Collaborator: (1) a paid-up nonexclusive, nontransferable, royalty-free, world-wide license to all Contractor Inventions for research purposes only; and (2) a time-limited first option to negotiate an exclusive world-wide royalty-bearing license for all commercial purposes, including the right to grant sub-licenses, to all Contractor Inventions on terms to be negotiated in good faith by Collaborator and Contractor. Collaborator shall notify Contractor, in writing, of its interest in obtaining an exclusive license to any Contractor Invention within six (6) months of Collaborator's receipt of notice of such Contractor Invention(s). In the event that Collaborator fails to so notify Contractor or elects not to obtain an exclusive license, then Collaborator's option shall expire with respect to that Contractor Invention, and Contractor will be free to dispose of its interests in such Contractor Invention in accordance with its own policies. If Contractor and Collaborator fail to reach agreement within ninety (90) days, (or such additional period as Collaborator and Contractor may agree) on the terms for an exclusive license for a particular Contractor

Invention, then for a period of six (6) months thereafter, Contractor shall not offer to license the Contractor Invention to any third party on materially better terms than those last offered to Collaborator without first offering such terms to Collaborator, in which case Collaborator shall have a period of thirty (30) days in which to accept or reject the offer.

Contractor agrees that notwithstanding anything herein to the contrary, any inventions, discoveries or innovations, whether patentable or not, which are not Subject Inventions as defined in 35 U.S.C. 201(e),* arising out of any unauthorized use of the Collaborator's Study Agent shall be the property of the Collaborator (hereinafter "Collaborator Inventions"). Contractor will promptly notify the Collaborator in writing of any such Collaborator Inventions and, at Collaborator's request and expense, Contractor will cause to be assigned to Collaborator all right, title and interest in an to any such Collaborator Inventions and provide Collaborator with reasonable assistance to obtain patents (including causing the execution of any invention assignment or other documents). Contractor may also be conducting other more basic research using Study Agent under the authority of a separate Material Transfer Agreement (MTA), or other such agreement with the Collaborator. Inventions arising thereunder shall be subject to the terms of the MTA, and not to this clause.

*35 U.S.C. 201(e): The term "subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under a funding agreement: Provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d)(FOOTNOTE 1) of the Plant Variety Protection Act (7 U.S.C. 2401(d)) must also occur during the period of contract performance.

Protection of Proprietary Data

Data generated using an investigational agent proprietary to a Collaborator will be kept confidential and shared only with the NCI and the Collaborator. The Contractor retains the right to publish research results subject to the terms of this contract.

a. Transfer of Human Materials

All human materials transferred to the contractor under this contract for the purposes of research shall be accomplished in accordance with the Policy entitled, "Policy for the Transfer of Materials from NIH Intramural Laboratories," located at: <http://www.ott.nih.gov/mta-policy>.

The contractor shall coordinate with the **NCI Technology Transfer Center** (see <http://ttc.nci.nih.gov>) [or the contracting officer will insert name and contact information of the appropriate TDC] to determine the specific terms and conditions for the human materials to be transferred. Generally, the Government and Contractor will enter into Material Transfer Agreement which stipulates the specific terms and conditions relating to the materials being transferred.

ARTICLE H.22. CONSTITUTION DAY

Each educational 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.

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 RFP. 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 RFP:

The complete listing of these clauses may be accessed at:

<http://oamp.od.nih.gov/dgs/general-clauses>

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH NON-PROFIT ORGANIZATIONS OTHER THAN EDUCATIONAL INSTITUTIONS

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT

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 substitution(s) will be made part of the resultant contract:

- a. **Alternate II** (October 2001) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (July 2013) is added.
- b. **Alternate I** (April 1984), of FAR Clause **52.227-1, Authorization and Consent** (December 2007) is deleted in its entirety.
 FAR Clause **52.227-11, Patent Rights--Ownership by the Contractor** (May 2014) is deleted in its entirety.
Alternate IV (December 2007), of FAR Clause **52.227-14, Rights In Data--General** (May 2014) is deleted in its entirety.
Alternate II (April 2012), of FAR Clause **52.245-1, Government Property** (April 2012) is deleted in its entirety.
- c. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.
- d. FAR Clauses **52.249-6, Termination (Cost-Reimbursement)** (May 2004) and **52.249-14, Excusable Delays** (April 1984), are deleted in their entirety and FAR Clause **52.249-5, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)** (September 1996), is substituted therefore.
- e. FAR Clause **52.216-11, Cost Contract--No Fee** (April 1984) is deleted in its entirety and FAR Clause **52.216-8 Fixed Fee** (June 2011) is substituted therefor.
 FAR Clause **52.232-17, Interest** (May 2014) is added.
 FAR Clause **52.249-5, Termination for Convenience of the Government (Educational and Other Non-Profit Institutions)** (April 1984) is deleted in its entirety and FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (May 1986) is substituted therefor.

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 **52.203-13, Contractor Code of Business Ethics and Conduct** (April 2010).
2. FAR Clause **52.203-14, Display of Hotline Poster(s)** (December 2007).

".....(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From"
HHS Contractor Code of Ethics and Business Conduct Poster	http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf

3. FAR Clause **52.210-1, Market Research** (April 2011).
4. FAR Clause **52.217-7, Option for Increased Quantity - Separately Priced Line Item** (March 1989).

The Government may require the delivery of the numbered line item in a Task Order, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at least 30 days prior to the expiration date of the Task Order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

5. FAR Clause **52.217-8, Option to Extend Services** (November 1999).

"(a) The Government may extend the term of a Task Order by written notice to the Contractor within 30 days of the expiration date of the Task Order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Task Order expires. The preliminary notice does not commit the Government to an extension."

"c) The total duration of a Task Order, including the exercise of any Options under this clause, shall not exceed 7 years."

6. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (January 2011).

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

[] Offeror elects to waive the evaluation preference."

7. FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (July 2013).
 8. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (July 2013).
 9. Far Clause 52.222-26 **Equal Opportunity** (Mar 2007)
 10. FAR Clause **52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements** (May 2014).
 11. FAR Clause **52.223-3, Hazardous Material Identification and Material Safety Data** (January 1997), with **Alternate I** (July 1995).
 12. FAR Clause **52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment** (June 2014)
 13. FAR Clause **52.223-14 Acquisition of EPEAT®-Registered Televisions** (June 2014)
 14. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
 15. FAR Clause **52.230-2, Cost Accounting Standards** (May 2014).
 16. FAR Clause **52.230-3, Disclosure and Consistency of Cost Accounting Practices** (May 2014).
 17. FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (May 2014).
 18. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (June 2010).
 19. FAR Clause **52.237-3, Continuity of Services** (January 1991).
 20. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).
 21. FAR Clause **52.243-2, Changes--Cost Reimbursement** (August 1987), **Alternate V** (April 1984).
 22. FAR Clause **52.248-1, Value Engineering** (October 2010).
 23. FAR Clause **52.251-1, Government Supply Sources** (April 2012).
- b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

1. HHSAR Clause **352.223-70, Safety and Health** (January 2006).
2. HHSAR Clause **352.231-70, Salary Rate Limitation** (August 2012).

Note: *The Salary Rate Limitation is at the Executive Level II Rate.*

See the following website for Executive Schedule rates of pay: <http://www.opm.gov/oca/> .

(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)

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

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

None

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.

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

1. FAR Clause **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters** (July 2013)

As prescribed in 32.706-1(b), insert the following clause:

- a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management (SAM) database at <http://www.acquisition.gov>.*
- b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--*
 1. *The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--*
 - i. *Government personnel and authorized users performing business on behalf of the Government; or*
 - ii. *The Contractor, when viewing data on itself; and*
 2. *The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--*
 - i. *Past performance reviews required by subpart 42.15;*
 - ii. *Information that was entered prior to April 15, 2011; or*
 - iii. *Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.*
- c. *The Contractor will receive notification when the Government posts new information to the Contractor's record.*
 1. *If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.*
 2. *The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.*

3. *As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.*
- d. *Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.*

(End of clause)

2. FAR Clause **52.216-18, Ordering** (October 1995).

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Award of the base IDIQ through the end of IDIQ period of performance .
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3. FAR Clause **52.216-19, Order Limitations** (October 1995)

- a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than TBD , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- b. **Maximum Order.** The Contractor is not obligated to honor--
1. Any order for a single item in excess of TBD.
 2. Any order for a combination of items in excess of TBD ; or
 3. A series of orders from the same ordering office within _ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- c. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- d. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4. FAR Clause **52.216-22, Indefinite Quantity** (October 1995)

- a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD .

(End of clause)

5. FAR CLAUSE 52.232-19, Availability of Funds for the Next Fiscal Year (April 1984).

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

There are no applicable clauses under this section.

Any contract awarded from this RFP will contain the following article:

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

This contract is subject to the Service Contract Labor Standards. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause **52.222-41, Service Contract Labor Standards** (May 2014).
- b. FAR Clause **52.222-42, Statement of Equivalent Rates For Federal Hires** (May 2014)

In compliance with the Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefit

(End of Clause)

- c. FAR Clause **52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year And Option Contracts)** (May 2014).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	PACKAGINGANDDELIVERYOFPROPOSALS10-10-2014.pdf
Attachment 2:	Proposal Intent Response Sheet	ProposallIntentResponse.pdf
Attachment 3:	Statement of Work	StatementOfWork.pdf
Attachment 4:	Section K - Representations, Certifications, and Other Statements of Offerors	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/sectionk_508_0.pdf

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 5:	Technical Proposal Cost Summary	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Tech-Prop-Cost-Summ.pdf
Attachment 6:	Summary of Related Activities	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/summary-related-activities.pdf
Attachment 7:	Contract Proposal Vertebrate Animal Section (VAS) Worksheet	http://grants.nih.gov/grants/olaw/VAScontracts.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 8:	Proposal Summary and Data Record, NIH-2043	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/NIH2043.pdf
Attachment 9:	Small Business Subcontracting Plan	http://www.hhs.gov/asfr/ogapa/osbdu/Small%20Business/subcontractplan.html
Attachment 10:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/buscost.htm http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/spshexcl_dec2012.xlsx
Attachment 11:	Offeror's Points of Contact	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/point-of-contact.pdf
Attachment 12:	Certificate of Current Cost or Pricing Data	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/cert-current-cost.pdf
Attachment 13:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://www.gsa.gov/portal/forms/download/116430

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 14:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc4_508.pdf
Attachment 15:	Safety and Health, HHSAR Clause 352.223-70	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Safety-Health-hhsar-1-06.pdf
Attachment 16:	Task Order No. 1	TaskOrder1.pdf
Attachment 17:	Sample Task 1	SampleTask(1)1-28-DOG.pdf
Attachment 18:	Sample Task 2	SampleTask(2)1-28-RAT.pdf
Attachment 19:	Sample Task 3	SampleTask(3)DOG-PK-RF.pdf
Attachment 20:	Sample Task 4	SampleTask(4)DOG-Dx1-Tox.pdf
Attachment 21:	Sample Task 5	SampleTask(5)RAT-Dx4.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the **System for Award Management (SAM)** and complete the Representations and Certifications. The SAM website may be accessed at: <http://www.sam.gov> ; and
2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL:**
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
which is included as an Attachment in Section J-LIST OF ATTACHMENTS, SOLICITATION ATTACHMENTS of this solicitation.

If you are unable to access this SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

3. **Provide a copy of your Approved Animal Welfare Assurance number that also identifies the expiration date.**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

Additional Business Instructions:

Technical and Business Proposal Submissions:

Both the technical and business proposal submission shall contain page numbers. Attachments and exhibits may be excluded.

Reports:

All reports required under the contract shall be sent electronically to the Contract Specialist and COR. Unless specifically requested, hardcopies will not be accepted.

Invoices:

Each monthly invoice shall be submitted electronically to the Contract Specialist. One (1) hard copy must be sent to OFM. Payments under the PMS system will not be authorized. All invoices shall be two way match.

Cutoff Date for Questions:

Offerors may submit WRITTEN questions requesting clarification on the Request for Proposal (RFP) contents. Information provided with each question must include the document name, specific page, paragraph, clause or other definitive citation requiring clarification. All questions must be submitted ELECTRONICALLY to Andrew M. May at andrew.may@nih.gov. In the e-mail subject line, please reference "RFP Questions - N02-CM-47001-42." FACSIMILE, TELEPHONE, OR MAILED QUESTIONS WILL NOT BE ACCEPTED.

Note: It is respectfully requested that all questions be received by November 18, 2014 at 9:00 a.m., Eastern Prevailing Time to allow NCI adequate time to prepare and issue an amendment prior to receipt of proposals. NCI will continue to accept questions up to the closing date and time for the RFP. HOWEVER, time may not permit responses to questions received after November 18, 2014 to be prepared and issued prior to receipt of proposals.

Sample Task Orders

PER THE BUSINESS PROPOSAL INSTRUCTIONS, PLEASE PROVIDE BUDGETS FOR EACH TASK ORDER/ SAMPLE TASK ORDER. THE SAMPLE TASK ORDERS MAY OR MAY NOT BE AWARDED.

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2006)]

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

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

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

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

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

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

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

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

a. 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.

b. 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, 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 statements, specifying the particular portions of the proposal which are to be restricted:

"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 (HHS), data contained in the portions of this proposal which the offeror has specifically identified by page number, paragraph, etc. as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that HHS may not be able to withhold a record (e.g. data, document, etc.) nor deny access to a record requested pursuant to the Act and that the HHS's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if HHS 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 must 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 statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).

(f) Contract award.

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

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

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

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

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting 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 competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (October 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

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

1. The North American Industry Classification System (NAICS) code for this acquisition is 541690.
2. The small business size standard is \$14,000,000.

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

c. TYPE OF CONTRACT AND NUMBER OF AWARDS

1. It is anticipated that up to 5 awards will be made from this solicitation and that the awards will be made on/ or about 01/15/2015.
2. It is anticipated that the award(s) from this solicitation will be a multiple-year IDIQ typecontract with Fixed Price or Cost Reimbursement Task Orders with a term of 5years and a period of performance of Tentative 1/15/2015 - 01/14/2020 .
3. FAR 16.301-3 limits use of any contract type, other than firm-fixed price, to a contractor whose accounting system is adequate for determining costs applicable to the contract. To be considered for an award under this solicitation, the Offeror is required to certify, in its Business Proposal, the adequacy of its accounting system. See the paragraph entitled, Adequate Accounting System in Section L.2. Business Proposal Instructions in this solicitation for additional information about this certification.

d. TASK ORDERS UNDER MULTIPLE AWARD INDEFINITE DELIVERY CONTRACTS**a. General**

The Contractor will be required provide services under the resultant contract only in performance of task orders and modifications to task orders signed by the Contracting Officer. Costs not attributed to the performance of a specific task order shall not be allowed without the prior written consent of the Contracting Officer. The Contractor will commence performance upon the receipt of a Task Order signed by the Contracting Officer. Costs for the preparation of Task Order proposals shall not be reimbursed as a direct cost under the resultant contract.

One or more task orders may be issued during the performance period of the resultant contract. If a contractor responds to a Task Order Request for Proposal (TORFP) and is the successful offeror, that Contractor will be required to accept and perform the task order issued by the Contracting Officer within the scope of the resultant contract. The government has no obligation to issue any task orders, beyond the minimum identified in SECTION B of the contract. In the event of any inconsistency between any task order and the contract, the contract shall control.

In accordance with the Federal Acquisition Streamlining Act, the Contracting Officer will provide each Contractor a "Fair Opportunity" to be considered for each Task Order awarded in excess of \$3,000, unless one of the conditions in FAR 16.505(b)(2) applies.

The competition requirements in FAR Part 6, and the policies in FAR Subpart 15.3, **DO NOT APPLY** to the task ordering process. For each requirement under the resultant contract, the government intends to provide each Contractor a fair opportunity for consideration of a task order. The Contracting Officer shall:

1. Issue a notice of intent to award a task order for services to all resultant Contractors within a technical area covered by the task order requirement. To satisfy this requirement, the Contracting Officer will provide an e-mail notifying all qualified Contractors of the requirement. The e-mail will identify how the details concerning the requirement, including a description of the work and selection criteria, will be provided, i.e. attached to the e-mail, posted on a website. Contractors will be asked to submit a response to the notice of intent, advising the government of their intent to submit a proposal or quote;
2. Afford all Contractors, within the technical area covered by the task order requirement, who are responding to the notice, a fair opportunity to submit an offer and have that offer fairly considered;
3. Consider price and cost under each order as one of the factors in the selection decision;
4. Keep submission requirements to a minimum;

5. Consider past performance on earlier task orders under this contract to the maximum extent possible. Past performance considerations shall include, but not be limited to, the Contractor's performance regarding completeness, accuracy, clarity, timeliness and cost control. If a Contractor has no past performance on any earlier task order, past performance will be considered through other sources, such as the Contractor's original proposal.

In addition to the above, for all orders exceeding \$5 million, the Contracting Officer will consider all requirements set forth in FAR 16.505(b)(1)(iv).

a. Exceptions to Fair Opportunity

Contractors may not be given an opportunity to be considered for requirements in excess of \$3,000 if one of the following conditions applies:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

b. Requesting Task Order Proposals

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing.

A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement. All contract clauses contained the resultant contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the resultant contract language takes precedence over the information in the task order.

c. Competitive Ordering Process

1. All Contractors within a technical area will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of the resultant contract unless otherwise specified in the proposed task order.
2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORFP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
 - Understanding of the requirements;
 - Experience and capability on similar tasks;
 - Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.

- Procedures for assuring quality of work, products, and deliverables;
- Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
- Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
- References to evaluate past performance; and
- Cost/Price to perform the task order.

d. Evaluation and Award of Task Order Proposals

The Government will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, technical factors will be significantly more important than price and other factors. However, each TORFP will specify how the award decision will be made.

Upon completion of evaluations, the Contracting Officer will issue a task order to the Contractor whose proposal is most advantageous to the government.

The Contracting Officer will notify the IDIQ Contractors of the selection decision in writing.

e. 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.

f. 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 SOLICITATIONS. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

g. 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.

h. PREPARATION COSTS

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

i. SERVICE OF PROTEST (SEPTEMBER 2006) - 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

MaryAnne Golling

Contracting Officer
Office of Acquisitions, TSB
Riverside Five Suite 400 Room 4030
8490 Progress Drive
Frederick, MD 21701

(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)

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 Indefinite Delivery/Indefinite Quantity contract(s) will be awarded and that the awarded task orders may be either cost-reimbursement/completion, fixed price, or a mixture of fixed price/cost-reimbursement. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, 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, printed/copied double-sided, on at least 30 percent post consumer fiber paper, as required by FAR 4.302(b), and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the SOLICITATION should be placed in the following order:

I. COVER PAGE

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

II. TECHNICAL PROPOSAL

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

PLEASE PROVIDE A RESPONSE FOR TASK ORDER 1 (Shown as attachments in Section J)

a). Introduction and Presentation - Preclinical Toxicology of Drugs Developed for Cancer Patients

PLEASE PROVIDE A RESPONSE TO EACH OF THE SAMPLE TASK ORDERS (Shown as attachments in Section J)

- a.) 28-Day Toxicity of Beagle Dogs
- b.) 28-Day Toxicity of Rats
- c.) Pharmacokinetics and Dose Range-Finding of Beagle Dogs
- d.) Single Dose Escalation Toxicity of Beagle Dogs
- e.) Multi-Dose Toxicity of Rats

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.

A BUSINESS PROPOSAL MUST BE SUBMITTED WITH EACH TASK ORDER/SAMPLE TASK

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 SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. Alternate Proposals

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

6. Evaluation of Proposals

The Government will evaluate proposals in accordance with the factors set forth in PART IV, SECTION M of this RFP.

7. Potential Award Without Discussions

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

8. Use of the Metric System of Measurement

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

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

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

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

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

9. Privacy Act - Treatment of Proposal Information

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

The NIH is requesting the information called for in this SOLICITATION 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 Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.

- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

10. Selection of Offerors

- a. The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation factors of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

- d. If the Government intends to conduct discussions prior to awarding a contract -

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

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

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

While it is NCI's policy to conduct discussions with all offerors in the competitive range, NCI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct 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.
- f. The NCI reserves the right to make a single award, multiple awards, or no award at all to the SOLICITATION. In addition, the SOLICITATION may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

11. 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.

12. Certification of Filing and Payment of Taxes

None of the funds appropriated or otherwise made available by the Consolidated Appropriations Act of FY 2014, may be used to enter into a contract in an amount greater than \$5,000,000 unless the prospective contractor certifies in writing to the agency awarding the contract that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the 3 years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

13. Past Performance Information

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

A list of the last 3 contracts completed during the past One year and ALL CONTRACTS currently being performed 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 may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as over \$3,200,000..

Include the following information for each contract or subcontract listed:

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

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

- b. 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.

14. **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.acquisition.gov/far/index.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. Data Universal Numbering System Number, FAR Provision 52.204-6 (December 2012).
- 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).
- d. Facilities Capital Cost of Money, FAR Clause 52.215-16, (June 2003).
- e. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- f. Limitations on Pass-Through Charges--Identification of Subcontract Effort, FAR Provision 52.215-22, (October 2009).
- g. Single or Multiple Awards, FAR Clause 52.216-27, (October 1995).
- h. Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. **TECHNICAL PROPOSAL INSTRUCTIONS**

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

Note to Offerors: Beginning May 25, 2008, the offeror shall include the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.

1. **Technical Discussions**

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

a. Statement of Work

1. Objectives

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

2. Approach

The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. Proposals which merely restate the requirements of the Government's scope of work will not be eligible for award.

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

3. Methods

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

4. Schedule

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

b. Personnel

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

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

1. Single Principal Investigator/Project Director

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

2. Other Investigators

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

3. Additional Personnel

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

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

4. Resumes

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

2. Other Considerations

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

- a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.

- d. Other factors you feel are important and support your proposed research.
- e. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

3. Technical Evaluation

Proposals will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award of this solicitation.

4. Care of Live Vertebrate Animals

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

Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals, HHSAR 352.270-5(a) (January 2006)

The Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (PHS Policy) establishes a number of requirements for research activities involving animals. Before award may be made to an applicant organization, the organization shall file, with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), a written Animal Welfare Assurance (Assurance) which commits the organization to comply with the provisions of the PHS Policy, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC). In accordance with the PHS Policy, applicant organizations must establish an Institutional Animal Care & Use Committee (IACUC), qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. Applicant organizations are required to provide verification of IACUC approval prior to release of an award involving live vertebrate animals. No award involving the use of animals shall be made unless OLAW approves the Assurance and verification of IACUC approval for the proposed animal activities has been provided to the Contracting Officer. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Assurance and verification of IACUC approval are required. The Contracting Officer will request that OLAW negotiate an acceptable Assurance with those Contractor(s) and request verification of IACUC approval. For further information contact OLAW, at NIH, 6705 Rockledge Drive, RKL1, Suite 360, MSC 7982 Bethesda, Maryland 20892-7982 (E-mail: olaw@od.nih.gov; Phone: 301-496-7163).

(End of Provision)

The PHS Policy is available on the internet at: <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

- 5. **Electronic and Information Technology Accessibility, Section 508 Compliance** 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, "Section 508 Compliance."

Electronic and Information Technology Accessibility, HHSAR 352.239-73(a) (January 2010)

- a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit--

- i. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and
 - ii. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.
- b. Accordingly, any vendor submitting a proposal/quotations/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility standards. Information about Section 508 visions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards>.
- c. The Section 508 accessibility standards applicable to this solicitation are identified in the Statement of Work/Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Evaluation Template may be found on the HHS Web site (<http://www.hhs.gov/web/508/contracting/technology/vendors.html>).
- d. Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 accessibility standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government -- i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor and at its expense.

(End of provision)

Section 508 accessibility standards for HHS Web Site Content and Communications Materials

Regardless of format, all Web content or communications materials specifically produced for publication on, or delivery via, HHS Web sites, including text, audio, or video, under this contract shall conform to applicable Section 508 accessibility standards. Remediation of any materials that do not comply with the applicable accessibility standards of 36 CFR Part 1194 as set forth herein shall be the responsibility of the Contractor.

The following Section 508 accessibility standards apply to the content or communications material identified in this Statement of Work:

1194.41a Product support documentation provided to end-users shall be made available in alternate forms upon request, at no additional charges.

1194.41b End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats, or alternate methods upon request, at no additional charge.

1194.41c Support services for products shall accommodate the communication needs of end-users with disabilities.

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 certified cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not required to be certified in accordance with FAR 15.406-2.

3. Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data, FAR Clause 52.215-20 (October 2010)

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(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)

4. Salary Rate Limitation in Fiscal Year 2014

Offerors are advised that pursuant to P.L. 113-76, signed into law on January 17, 2014, no NIH Fiscal Year 2014 (until September 30, 2014) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level II* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, 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 II*. The salary rate limitation set by P.L 113-76 applies only to Fiscal Year 2014 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level II* annual salary rate limitation also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 113-76 states:

"None of the funds appropriated in this title 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 II."

LINK TO EXECUTIVE SCHEDULE RATES OF PAY: <http://www.opm.gov/oca/>

(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)

***Note to Offerors:** The current Fiscal Year Executive Level II Salary Rate shall 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 Executive Level II Salary rates.

5. Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$650,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, See SECTION J - LIST OF ATTACHMENTS, BUSINESS PROPOSAL ATTACHMENTS of this RFP for 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 \$650,000 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 (Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) 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 in the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The anticipated minimum goals for this RFP are as follows:

33% for Small Business; 5% for Small Disadvantaged Business; 5% for Women-Owned Small Business; 3% for HUBZone Small Business; and 3% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

6. Mentor-Protégé Program, HHSAR 352.219-70 (January 2010)

- a. Large business prime contractors serving as mentors in the HHS Mentor-Protégé program are eligible for HHS subcontracting plan credit, and shall submit a copy of their HHS Office of Small and Disadvantaged Business Utilization (OSDBU)-approved mentor protégé agreements as part of their offers. The amount of credit provided by the Contracting Officer to a mentor firm for protégé firm developmental assistance costs shall be calculated on a dollar for dollar basis and reported by the mentor firm in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The mentor firm and protégé firm shall submit to the Contracting Officer a signed joint statement agreeing on the dollar value of the developmental assistance the mentor firm provided. (For example, a mentor firm would report a \$10,000 subcontract awarded to a protégé firm and provision of \$5,000 of developmental assistance as \$15,000 of developmental assistance.) The mentor firm may use this additional credit towards attaining its subcontracting plan participation goal under this contract.
- b. The program consists of--
- i. Mentor firms--large businesses that: (i) demonstrate the interest, commitment, and capability to provide developmental assistance to small business protégé firms; and (ii) have a Mentor-Protégé agreement approved by HHS' OSDBU;
 - ii. Protégé firms--firms that: (i) seek developmental assistance; (ii) qualify as small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, or woman-owned businesses; and (iii) have a Mentor-Protégé agreement approved by HHS' OSDBU; and
 - iii. Mentor-Protégé agreements--joint agreements, approved by HHS' OSDBU, which detail the specific terms, conditions, and responsibilities of the mentor-protégé relationship.

(End of provision)

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 Industry Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$650,000 (\$1.5 million 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 "Extent of Small Disadvantaged Business Participation" as set forth in Section M - Evaluation Factors for Award 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) codes, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at: <http://www.sba.gov/size>

The Department of Commerce website for the annual determination for NAICS codes* is: <http://www.acquisition.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 Industry Subsector(s). The applicable authorized NAICS Industry Subsector(s) for this project is (are) identified elsewhere in this RFP. 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 Industry 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		

	SDB Percentage of Total Contract Value	SDB Dollars
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

a. Instructions

1. 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 as a part of their Business Proposal will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
2. 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).
3. Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

b. Evaluation

1. 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.

2. **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.

3. **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.

4. **Federal Acquisition Regulation Clauses incorporated by Reference**

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees.

10. **Other Administrative Data**

a. **Property**

1. It is HHS policy that Contractors will provide all property necessary for contract performance. Exception may be granted to provide Government property (Government-furnished or Contractor-acquired), but only when approved by the Contracting Officer. If the offeror requests that Government property be provided, other than that specified under "Government Furnished Property," below, the proposal must include a comprehensive justification addressing the following items:

- a. State why the property is essential to contract performance and whether the property will be used exclusively for this contract.
- b. Describe other alternatives (e.g., purchase, lease, etc.) pursued and why they were not viable options.

2. **Government Property**

The offeror shall identify Government property in its possession which it proposes to use in the performance of the prospective contract as follows:

- a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);
- b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

- c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and
- d. A description of the offeror's property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used in the offeror in managing Government property.

NOTE: The Contracting Officer will consider any potentially unfair competitive advantage that may result from an offeror or contractor possessing Government property. This will be done by adjusting the offers by applying, for evaluation purposes only, a rental equivalent evaluation factor, as specified in FAR 52.245-9.

3. Government-Furnished Property

No Government Furnished Property is offered for this acquisition

- 4. The management and control of any Government property shall be in accordance with the HHS Publication entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: http://www.hhs.gov/hhsmanuals/logisticsmanual/Appendix Q_HHS Contracting Guide.pdf

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 (JULY 2013)**

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 System for Award Management.

- (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.

(End of Provision)

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. Adequate Accounting System

FAR Part 16 sets forth the requirements and limitations for consideration of contract type. As stated in Section L.1., General Instructions of this solicitation, the resultant contract will not be Firm-Fixed Price. Therefore, the offeror's/contractor's accounting system and practices must be adequate and suitable for accumulating costs under government contracts.

To be considered for an award under this solicitation, the offeror shall include, in the Business Proposal, the following Certification:

"By submission of its signed offer, the Offeror certifies that its accounting system:

- Complies with generally accepted accounting principles (GAAP).
- Provides for:
 - Proper segregation of direct costs from indirect costs.
 - Identification and accumulation of direct costs by contract.
 - A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives.
 - Accumulation of costs under general ledger control.
 - A timekeeping system that identifies employees' labor by intermediate or final cost objectives.
 - A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.
 - Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.
 - Exclusion from costs charged to government contracts of amounts that are not allowable in terms of FAR 31, "Contract Cost Principles and Procedures," or other contract provisions.
 - Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.
 - Segregation of preproduction costs from production costs, if applicable.
- Accounting system provides financial information:
 - Required by contract clause concerning limitation of cost (FAR 52.232-20) or limitation on payments (FAR 52.216-16).
 - Required to support requests for progress payments.
- Accounting system was designed, and records are maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions.

- Accounting system is currently in full operation.

The Contracting Officer reserves the right to request, with the Final Proposal Revision (FPR), a current (within 18 months) CPA opinion confirming that the Offeror's accounting system is compliant as certified above.

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.

Fac Cap Cost of Money (Has) 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).

Fac Cap Cost of Money (Has Not) 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.

11. **Qualifications of the Offeror**

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

a. **General Experience**

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

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

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

c. **Performance History**

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

d. **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting

agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e. Pertinent Grants

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

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

12. Subcontractors

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

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

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

13. Proposer's Annual Financial Report

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

14. Travel Costs/Travel Policy

a. Travel Costs - Commercial

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

b. Travel Policy

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.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price 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. The Government intends to make awards to those offerors whose proposal provides the best overall value to the Government.

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

2. COST/PRICE EVALUATION

Offerors cost/price proposals will be evaluated for reasonableness. For a price to be reasonable, it must represent a price to the government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404.

Cost Realism: The specific elements of each offerors proposed costs are realistic when the proposed cost elements are evaluated and found to: 1) be realistic for the work to be performed; 2) reflect a clear understanding of the requirements; and 3) be consistent with the unique methods of performance and materials described in the offerors' technical proposal.

Cost Realism will be evaluated only on the offerors' inputs which the Government will use to determine the most probable cost to perform the contract in a manner consistent with the offeror's proposal. Cost realism analysis will be conducted in accordance with FAR 15.404-1(d). The result of the cost realism analysis will be considered in the making the best value tradeoff decision.

This section is also applicable to cost proposals submitted for the sample tasks provided in Section J

3. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS TECHNICAL PROPOSAL.

The qualification criteria establishes conditions that must be met before award in order for your proposal to be eligible for award under this solicitation.

a. The laboratory facility must be in compliance with the Food and Drug Administration's (FDA) Good Laboratory Practice Regulations (GLP) as published in the December 22, 1978 Federal Register (Volume 43, No. 247, pp. 59986 60025). GLP Regulations are available on the World Wide Web (WWW) at www.fda.gov/ora/compliance_ref/bimo/glp/87finalrule.htm and GLP Regulations Questions and Answers are available at www.fda.gov/cder/guidance/old004fn.pdf. Compliance is documented in an FDA inspection report. A copy of the two (2) most recent FDA GLP inspection reports must be included in the proposal. If only one (1) report exists, it is acceptable to include only that one (1) report.

b. Each institution should establish and provide resources for an animal care and use program that is managed in compliance with applicable federal, state, and local laws and regulations, such as the federal Animal Welfare Regulations, or AWRs (CFR 1985), and Public Health Service Policy on Humane Care and Use of Laboratory Animals, or PHS Policy (PHS 2002). To implement the recommendations in this Guide effectively, an institutional animal care and use committee (IACUC) must be established to oversee and evaluate the program.

The Contractor must also provide an animal welfare assurance indicating compliance with the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals, information for which is available on:

<http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>

and the OLAW website at

<http://grants.nih.gov/grants/olaw/olaw.htm>.

The National Institutes of Health (NIH) requires that prior to awarding of funds for contracts involving the use or intended use of animals in research, an acceptable assurance statement must be on file with the Office for Protection from Research Risks (OPRR).

4. TECHNICAL EVALUATION FACTORS

The evaluation factors are used by the technical evaluation committee when reviewing the technical proposals. The factors below are listed in the order of relative importance with weights assigned for evaluation purposes:

	<u>WEIGHT</u>
A. PERSONNEL	35 points
1. The availability and qualifications of a Laboratory/Program Director with extensive, demonstrated relevant experience in managing an interdisciplinary team in the conduct of toxicology and pharmacology investigations of therapeutic agents. The suitability and adequacy of the Laboratory/Program Director recent scientific accomplishments should be documented by their bibliography and <i>Curriculum Vitae</i> (including study reports as well as published and accepted manuscripts).	

a. LABORATORY / PROGRAM DIRECTOR

The individual responsible for overseeing the project must be named. The Program Director must be an employee of the offeror and not a consultant. This individual is responsible for the overall implementation of the proposed contract. The Program Director must have documented evidence of consistent delivery and conduct of high quality studies consisting of integration of multiple interdisciplinary services, and a documented management history. The Program Director should have attained doctorate level educational status in toxicology/pharmacology or a closely related discipline. Board certification in toxicology is highly desirable.

In addition to the aspects outlined above, the following may be considered equivalent to the required doctorate level educational status for the purpose of naming a Program Director. The individual must possess a master's degree in an appropriate field and have extensive and documented full-time professional post-baccalaureate experience (or part-time equivalent thereof) in the practice of toxicology at a Contract Research Organization. With respect to experience in the practice of toxicology, an individual that does not have a doctorate degree should have extensive documented experience in the following areas: designing and managing toxicological experiments and Interpreting results and applying those results in order to solve human and animal health problems.

It is not sufficient that the candidate work with or for toxicologists. The applicant must be responsible for the professional toxicological work conducted. These experiences should account for the majority of "time in professional practice." The individual must have documented evidence of being engaged in implementing known protocols and interpreting the results generated by others and using these results in order to produce a comprehensive toxicity assessment which can then be reviewed by the COR. The candidate must have experience of being personally engaged in the conduct of toxicity studies. Providing managerial guidance for specific clients and managing full integrated study teams is essential.

b. **TASK ORDER PROJECT LEADERS (Study Directors)**

These individuals manage the daily operations of the projects and must therefore be named. Their educational background, recent relevant experience in similar projects, present responsibilities, and availability must be provided. Experience in performing these studies must be documented. Lastly, the individual must be qualified to evaluate the known protocol's phases of study, troubleshoot problems, and draw appropriate conclusions.

c. **ADDITIONAL KEY PERSONNEL AND SIGNIFICANT CONTRIBUTORS**

List the names and titles of the additional personnel who will participate in the proposed project and discuss their qualifications, training, experience and accomplishments. Indicate the specific role of each individual in the proposed studies. Provide current C.V.s for the specified senior personnel. These additional personnel should include qualified individuals in:

1.) **ANALYTICAL CHEMISTRY**

The individual responsible for the analytical portions of this work, (compound identity confirmation, dose concentration analysis, stability studies, methodology development and plasma drug level analysis) should be trained preferably at the doctoral level and have 3 or more years of experience in the operation of a variety of modern analytical instrumentation and techniques. Experience in performing these studies must be documented.

2.) **VETERINARY PATHOLOGY**

The designated pathologist is considered a key and essential contributor and thus should have recognized professional certification and extensive knowledge in the field of toxicologic pathology. Board certification in Veterinary Pathology is highly desirable. The named person will perform or supervise all scheduled necropsies and will be personally responsible for the histopathologic reports written for these studies, based on the Government provided protocol.

3.) **CLINICAL LABORATORY**

The individual responsible for the hematology and clinical chemistry laboratory shall be qualified and experienced in performing the test procedures required by the protocols on rodent, rabbit, beagle dog and non-human primate blood samples. Board certification in Clinical Pathology is highly desirable.

4.) **LABORATORY ANIMAL CARE**

Animal care and management should be provided by a veterinarian with training and experience in laboratory animal medicine of rodents (mice, rats, hamsters), rabbits, beagle

dogs and non-human primates. Board certification in Laboratory Animal Medicine is highly desirable.

5.) **PHARMACOKINETICS**

The individual responsible for creating tables and figures, listings, and preparation of reports describing pharmacokinetic data and evaluations should be trained at the doctoral level and have extensive experience in the use of pharmacokinetic data. The creation of these documents shall be based on the provided protocol.

6.) **QUALITY ASSURANCE**

The QA Manager and audit personnel must have training with the FDA Good Laboratory Practice Regulations and experience in auditing GLP studies.

7.) **SPECIALISTS**

In addition, the program may need expertise in the following areas:

a) ***IN VITRO* TOXICITY ASSAYS**

The individual responsible for conducting cell-based assays should be experienced in the latest techniques for conducting these assays. This experience must be documented in the form of recent publications or study reports.

b) **CARDIOTOXICOLOGY STUDIES**

The individual responsible for performing the cardiovascular monitoring and recording the results should be trained, preferably at the doctoral level, and have extensive experience in the implementation of cardiotoxicology protocols. This experience must be documented in the form of recent publications or study reports.

c) **IMMUNOTOXICOLOGY STUDIES**

The individual responsible for performing the immunology assays and recording the results should be trained preferably at the doctoral level and have extensive experience in the implementation of immunotoxicology protocols. This experience must be documented in the form of recent publications or study reports.

d) **NEUROTOXICOLOGY STUDIES**

The individual responsible for performance of the neurotoxicology studies and recording the results should be trained preferably at the doctoral level and have extensive experience in the implementation of neurotoxicology protocols. This experience must be documented in the form of recent publications or study reports.

8.) **CONSULTANTS**

The technical areas, character and extent of consultant, or subcontractor activity must be indicated and the anticipated sources specified. A letter of commitment or other evidence of availability is required for all proposed personnel who are not current members of the offeror's staff. A resume will not meet this requirement. Letters of commitment for use of consultants and other personnel to be hired must include:

- a) Specific areas of expertise they will provide.
- b) Availability and amount of time anticipated.
- c) Willingness to act as a consultant.
- d) Manner in which publications and patents will be handled.

2. Availability of Study Directors with leadership experience in performing team oriented studies of a similar nature of those to be performed under this contract. Suitability and adequacy of recent scientific accomplishments to this project as evidenced by bibliography and *Curriculum Vitae* (including study reports, published and accepted manuscripts).

3. Suitability and adequacy of the training, experience and qualifications of other personnel in pathology, laboratory animal care, clinical pathology, analytical chemistry, pharmacokinetics, and quality assurance. In addition, describe the availability and suitability of special personnel for performing *in vitro* assays, cardiotoxicity, immunotoxicity and neurotoxicity studies.

4. Extent of experience of the proposed staff functioning as a study team.

B. TECHNICAL APPROACH AND AWARENESS

30 points

Offerors must document a realistic technical approach to the program as a whole, drawing upon recent experience in the conduct of toxicology and pharmacology studies. These experiences may include discussions on analytical chemistry, animal care, clinical pathology, histopathology, toxicity evaluations (drug versus nondrug related) and quality assurance. Offerors must document their understanding of the problems likely to be encountered in these studies as demonstrated by their firsthand experience.

Adequacy of technical approach with regard to specialty studies such as *in vitro* assays, cardiotoxicity, immunotoxicity and neurotoxicity studies.

Ability to provide high quality data and service.

Provide a plan for initiating studies following receipt of a Task Order. A milestone plan, including the timing of events, must be provided with every task order proposal. The milestone plan shall include project lead times and must be in Microsoft Excel format.

Discuss in detail the advantages and disadvantages of conducting preclinical toxicology studies with mice, rats, hamsters, rabbits, beagle dogs and non-human primates.

Discuss your animal care program in detail.

Discuss in detail the procedures for carrying out the preclinical toxicology studies indicated in each of the sample tasks provided in Section J of the solicitation. Include all elements required for the successful completion of the task, such as: numbers of animals, analytical chemistry procedures, criteria for moribund sacrifice, collection and handling of blood samples for clinical pathology and plasma drug analysis, and necropsy and histopathology procedures.

Discuss in detail the approach to the development of analytical procedures for the assay of a drug in plasma, urine, cerebrospinal fluid, brain tissue and other tissues.

Discuss approaches regarding recent findings and mechanisms for incorporating alternative paths of study. Discuss in detail the operation of the Quality Assurance unit within your organization concerning auditing of critical study events, raw data and study reports. Indicate when these audits take place in relation to the generation of data and reports.

Discuss the handling and format of acquired data and plans for providing raw and derived data to the COR at the end of studies. The data needs to be compatible with NCI/DCTD's data management system. Specifications for compatibility will be given per each task order.

In addition to describing the studies in terms of toxicologic investigation, the proposal should in one place address 5 required points concerning the use of vertebrate animal. The five points are: 1) Description of proposed use including a) species and/or strains of animals, b) age, c) sex, and d) number of animals per study; 2) Justification for the use of animals, choice of species and proposed number of animals; 3) Information on veterinary care; 4) Procedures to address pain, discomfort, distress and injury; and, 5) Method of euthanasia.

Discuss the ability to provide interim data sets, raw data and derived parameters to the COR when needed in a consumable and integrative format.

C. FACILITIES AND EQUIPMENT

15 points

Availability and accessibility of suitable animal and laboratory space for the projected studies and adequate capacity for multiple studies to be conducted simultaneously. Accessibility and adequacy of major equipment and software needed for the proposed work including analytical and computer equipment. Adequacy of systems and processes for: collection and handling of data and capability for electronic transfer of information to the NCI. Adequacy of library resources.

Describe in detail the animal and laboratory space and equipment available for the performance of these studies. A floor plan to scale should be provided for all animal facilities and laboratory space available for the requested work, identifying the areas where different facets of the work are to be conducted. In situations where more than one building or institution is involved, a clear description should be given of the locations of all sites and the distances and travel time between them, and the effects the travel time would have on the schedule for the work and the quality of the results. A description of all major equipment for the work should be given and its location noted. While it is anticipated that most equipment will be under the direct control of the Principal Investigator and project team leaders, special mention should be made when this is not the case. When the equipment is only available on a shared basis, some evidence should be provided as to who controls access and how the determination of priority of usage will be determined (letter of commitment from department head, *etc.*).

Accreditation of the facility by the American Association for Accreditation of Laboratory Animal Care (AAALAC) is highly desirable. A copy of the latest AAALAC review, if available, should be included in the proposal.

Library resources are expected to be readily available and if not completely in-house, adequate description should be given of outside facilities within easy traveling distance of the facility.

D. ORGANIZATIONAL EXPERIENCE

20 points

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

All offerors should describe in detail any recent pertinent organizational experience (especially within the last 3-5 years) that it has had in performing the various types of studies delineated in the Statement of Work and Appendix A.

In detailing this experience, please indicate specific Government and commercial contracts for similar projects. Provide a synopsis for each, indicating the experience relevant to the proposed work.

Offerors must provide evidence of organizational support for proposed work. In addition, the extent of organizational ability to provide appropriate manpower and resources for each Task Order as well as the turnaround times for reporting and data acquisition shall be provided. Documented evidence of QA/QC procedures for study reports and the adequacy of the safety and security procedures for the proposed work is also required. Documented ability to handle increases and decreases in workload over the contract period is desirable.

Offerors are expected to detail how the group will be organized, both technically and administratively. Since this will be a Task Order managed contract, the offeror should explain how it will be possible for the organization to satisfy the diverse needs of this contract in a timely manner, i.e. overlapping studies within a Task Order and overlapping Task Orders.

Discuss the organization's overall ability to respond to work requirements. Describe possible interfering commitments that might cause delays in the initiation or completion of the effort required. Indicate the priority to be placed on this work as compared to the existing commitments.

TOTAL 100

5. PAST PERFORMANCE FACTOR

Offeror's past performance information will be evaluated subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal is determined to be technically unacceptable.

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 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.

6. 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.

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. 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:

- a. Extent to which SDB concerns are specifically identified
- b. Extent of commitment to use SDB concerns
- c. Complexity and variety of the work SDB concerns are to perform
- d. Realism of the proposal
- e. Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation
- f. Extent of participation of SDB concerns in terms of the value of the total acquisition.

7. SUSTAINABILITY PLAN

The Offeror's proposal must demonstrate compliance with FAR 23.1, "Sustainable Acquisition Policy" and the interim rule entitled "Sustainable Acquisition" at <http://www.gpo.gov/fdsys/pkg/FR-2011-05-31/pdf/2011-12851.pdf> (FAR case 2010-001, FAC 2005-52.) If the proposal does not include a Sustainable Acquisition Plan that addresses the environment products and services to be utilized under the resulting contract, or if the Plan is considered to be "poor" and the Government includes your proposal in the competitive range, the Offeror will be afforded the opportunity to further discuss, clarify, or modify the Plan during discussions and in their Final Proposal Revision (FPR). The Government is seeking to determine whether the Offeror has demonstrated a commitment to advance sustainable products and services.