SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Requisition or other Purchase Authority: Public Law 92-218, as amended		
2. **Request for Proposal (RFP) Number:** N02CO57005-94	3. **Issue Date:** September 18, 2015	4. **Set Aside:** [X] No [ ] Yes See Part IV Section L
5. Title : Registration, Storage and Distribution of Chemicals and Drugs for Pre-Clinical Discovery Evaluation and Development		
6. ISSUED BY: Office of Acquisitions, TSB National Cancer Institute National Institutes of Health Riverside Five 8490 Progress Drive, Suite 400 Frederick, MD 21701-4998		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 10:00 AM EST local time on October 19, 2015. 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: Alexis D. Hudak, Contracting Officer PHONE: (301) 624-8753 e-MAIL: alexis.hudak@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
COLLECT CALLS WILL NOT BE ACCEPTED.		C. Timothy Crilley Contracting Officer Office of Acquisitions Room 4046

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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

To provide support services to operate and maintain the National Cancer Institutes Chemotherapeutic Agents Repository (NCI-CAR). The principal goals of this contract are 1) to support compound acquisition activities related to the DTP anticancer pre-clinical drug evaluation program which seeks to identify new small molecule therapeutic agents and 2) distribution of chemicals to intramural and extramural investigators for research purposes. The primary tasks of the contract are the receipt, registration, storage, analysis, arraying and distribution of small molecules and purified natural products. This contract is also responsible for providing an informational interface with NCI and external investigators that are submitting or requesting research compounds; for updating of the chemical database which includes chemical, inventory, receiving and shipping information; systematic file and record keeping of both current and archival information related to repository activities; and reacquisition of samples for continued chemical and biological studies.

ARTICLE B.2. PRICES/COSTS

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

ARTICLE B.3. PRICES/COSTS

a. This is an 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 $100,000 (minimum) nor more than a total of $19,000,000 (maximum) for successful performance of this contract.

b. The costs set forth in this ARTICLE will cover the contract period December 1, 2015 through November 30, 2020.

c. The Government will issue Task Orders based on the work described in SECTION C of this contract.

ARTICLE B.4. 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.5. 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.

In addition, the Contractor shall comply with all pertinent security and safety requirements required by applicable Federal, State and local government regulations.

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 April 30, 2015, 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, with the exception of the final report which is to be submitted as(electronic and hard copy).

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."

All paper/hardcopy documents/reports submitted under this contract shall be printed or copied, double-sided, on at least 30 percent post consumer fiber paper, whenever practicable, in accordance with FAR 4.302(b).

a. **Technical Progress Reports**

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports 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.*

   For proposal preparation purposes only, it is estimated that in addition to the required electronic versions one (1) hard copy of the Final Report will be required:

   [X] Monthly
   [ ] Quarterly
   [ ] Semi-Annually
   [X] Annually
   [ ] Annually (with a requirement for a Draft Annual Report)
   [X] Final - Upon final completion of the contract
   [ ] Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2. **Summary of Salient Results**

   The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

3. **Reporting on Select Agents or Toxins and/or Highly Pathogenic Agents**

For work involving the possession, use, or transfer of a *Select Agent or Toxin* and /or a *Highly Pathogenic Agent*, the following information shall also be included in each Annual Progress Report:

1. Any changes in the use of the Select Agent or Toxin including initiation of "restricted experiments," and/or a Highly Pathogenic Agent, that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the Institutional Biosafety Committee (IBC) or equivalent body or institutional biosafety official.

2. If work with a new or additional *Select Agent or Toxin* and/or a Highly Pathogenic Agent will be conducted in the upcoming reporting period, provide:

   a. A list of each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent that will be studied;

   b. A brief description of the work that will be done with each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent and whether or not the work is a Select Agent or Toxin restricted experiment as defined in the Select Agents Regulation 42 CFR Part 73, Section 13.b (http://www.selectagents.gov/Regulations.html) or listed on the U.S. National Select Agents Registry restricted experiments website (http://www.selectagents.gov/index.html);

   c. The name and location for each biocontainment resource/facility, including the name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by your IBC or equivalent body or institutional biosafety official. It must be noted if the work is being done in a new location or different location.

   d. For work with Select Agents performed in the U.S. provide documentation of registration status of all domestic organizations where Select Agents will be used. For work with Select Agents performed in a non-U.S. country prior NCI approval is required.

If the I BC or equivalent body or institutional biosafety official has determined, for example, by conducting a risk assessment, that the work that has been performed or is planned to be performed under this contract may be conducted at a biocontainment safety level that is lower than BSL3, a statement to that affect shall be included in each Annual Progress Report.

If no work involving a Select Agent or Toxin and/or a Highly Pathogenic Agent has been performed or is planned to be performed under this contract, a statement to that affect shall be included in each Annual Progress Report.

b. **Other Reports/Deliverables**

1. **Information Security and Physical Access Reporting Requirements**

The Contractor shall submit the following reports as required by the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract. Note: Each report listed below includes a reference to the appropriate subparagraph of this article.

a. **Roster of Employees Requiring Suitability Investigations**

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information systems. The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the

contract. (Reference subparagraph A.d. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract).

b. **IT Security Plan (IT-SP)**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-SP within thirty (30) days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

The Contractor shall review and update the IT-SP in accordance with NIST SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, on an annual basis.

(Reference subparagraph D.c.1. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

c. **IT Risk Assessment (IT-RA)**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-RA within thirty (30) days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy.

The Contractor shall update the IT-RA on an annual basis.

(Reference subparagraph D.c.2. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

d. **FIPS 199 Assessment**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the Contractor shall submit a FIPS 199 Assessment within thirty (30) days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard.

(Reference subparagraph D.c.3. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECITON H of this contract.

e. **IT Security Certification and Accreditation (IT-SC&A)**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed within three (3) months after contract award.

The Contractor shall perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid.

(Reference subparagraph D.c.4. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

f. **Reporting of New and Departing Employees**

The Contractor shall notify the Contracting Officer's Representative (COR) and Contracting Officer within five working days of staffing changes for positions that require suitability determinations as follows:

a. **New Employees who have or will have access to HHS Information systems or data:** Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.

b. **Departing Employees:** 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COR and/or Contracting Officer upon request.

(Reference subparagraph E.3.a-c. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

g. **Contractor - Employee Non-Disclosure Agreement(s)** The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf.

(Reference subparagraph E.3.d. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

2. **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."

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.

Please see the Statement of Work (SOW) for shipping and distribution instructions for this contract.

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 Representative (COR) is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at:
National Cancer Institute
Division of Cancer Treatment & Diangosis
9609 Medical Center Drive
Rockville, MD 20850-7448

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. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from December 1, 2015 through November 30, 2020.

ARTICLE F.2. 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	Quantity	Delivery Schedule
(1)	Monthly Progress Report	One electronic copy	Due on or before the 15th calendar day following, the end of the reporting period.
(2)	Annual Progress Report	One electronic copy	Due annually on/or before the anniversary date of the contract.
(3)	Final Report	One electronic copy and One hard copy	Due on or before the expiration date of the contract.
(4)	Summary of Salient Results	One electronic copy	Due on or before the expiration date of the contract.
(5)	Reporting on Select Agents or Toxin and/or Highly Pathogenic Agents	One electronic copy	Due annually on/or before the anniversary date of the contract.
(6)	Roster of Employees Requiring Suitability Investigation	One electronic copy to the COR and one electronic copy to the CO	Due within (14) calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within (15) calendar days of the change.
(7)	IT Security Plan (IT-SP)	One electronic copy to the COR and one electronic copy to the CO	Due within (30) calendar days of the effective date of the contract. Annual updates are due prior to the expiration of the contract or options, if exercised.
(8)	IT Risk Assessment (IT-RA)	One electronic copy to the COR and one electronic copy to the CO	Due within (30) calendar days of the effective date of the contract. Annual updates are due prior to the expiration of the

Item	Description	Quantity	Delivery Schedule
			contract or options, if exercised.
(9)	FIPS 199 Assessment	One electronic copy to the COR and one electronic copy to the CO	Due within (30) days after contract award.
(10)	IT Security Certification and Accreditation (IT-SC&A)	One electronic copy to the COR and one electronic copy to the CO	Due within (3) months after the effective date of the contract. Annual certifications are due prior to the expiration date of the contract or options, if exercised.
(11)	Reporting of New and Departing Employees	One electronic copy to the COR and one electronic copy to the CO	Due at least (5) working days before a new employee assumes a position that requires a suitability determination or where an employee stops working under the contract.
(12)	Contractor-Employee Nondisclosure Agreements	One electronic copy to the COR and one electronic copy to the CO	Due prior to performing work under the contract. New staff shall complete prior to performing work under the contract.
(13)	Section 508	One electronic copy to the COR and one electronic copy to the CO	Due annually on/or before the anniversary date of the contract.

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

Addressee	Deliverable Item No	Quantity
Contracting Officer Representative (COR)	Items (1) through (13)	As required above
Contracting Officer (CO)	Items (1) through (13)	As required above

ARTICLE F.3. 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 (Cost-Reimbursement Task Orders).

Alternate I (April 1984) is not applicable to this contract (Firm Fixed-Price Task Orders).

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:

To be specified prior to award.

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 individuals will be considered essential to the work being performed hereunder:

Name	Title
To be determined	

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.

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.

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: alexis.hudak@nih.gov

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 Email: ncibranchcinvoices@mail.nih.gov

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 "Ash Stevens_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_Ash Stevens_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: The contract title, located in block 15B of the first page of the contract document, shall be placed on all invoices submitted for payment.

g. Contract Line Items as follows:

Line Item #	Line Item Description
To be determined	

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

ARTICLE G.5. INVOICE SUBMISSION

a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, 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: alexis.hudak@nih.gov

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: ncibranchcinvoices@mail.nih.gov

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 "Ash Stevens_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_Ash Stevens_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: "Registration, Storage and Distribution of Chemicals and Drugs for Pre-Clinical Discovery Evaluation and Development."

g. Contract Line Items as follows:

Line Item #	Line Item Description
To be determined	

b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.

ARTICLE G.6. 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.7. 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.8. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real

property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf.

ARTICLE G.9. 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 evaluations will be prepared Annually on the anniversary date of the contract.

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

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

b. Electronic Access to Contractor Performance Evaluations

Contractors 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. 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.3. 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.4. RESTRICTION ON ABORTIONS

1. Definitions:
    a. "Health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.
2. General Limitation: the Contractor shall not use contract funds for any abortion or for health benefits coverage that includes coverage of abortion.
3. Exceptions:
    a. The limitations established in this clause shall not apply to an abortion:
        i. If the pregnancy is the result of an act of rape or incest; or
        ii. In the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
    b. This article shall not be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
    c. This article shall not be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

ARTICLE H.5. 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.6. GUN CONTROL

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

ARTICLE H.7. 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.8. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in SECTION I. of this contract, 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 Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract.

ARTICLE H.9. 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.10. INFORMATION AND PHYSICAL ACCESS SECURITY

A. **HHS-Controlled Facilities and Information Systems Security**

a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

b. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:

1. HHS-OCIO Information Systems Security and Privacy Policy (http://www.hhs.gov/ocio/policy/#Security)
2. HHS HSPD-12 Policy Document, v. 2.0 (http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf)
3. Information regarding background checks/badges (http://idbadge.nih.gov/background/index.asp)

c. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

[ ] **Level 6: Public Trust - High Risk.** Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and Background Investigation (MBI).

[ ] **Level 5: Public Trust - Moderate Risk.** Contractor/subcontractor employees assigned to Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[X] **Level 1: Non-Sensitive.** Contractor/subcontractor employees assigned to Level 1 positions shall undergo a Suitability Determination and National Check and Inquiry Investigation (NACI).

d. The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions - i.e., those above non-sensitive, require more extensive documentation and investigation.

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access and/or maintain a Federal Information System(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract.

Contractors may begin work after the fingerprint check has been completed.

e. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

f. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more that the cost of the additional investigation(s).

g. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

h. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.

i. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

B. **Standard for Security Configurations, HHSAR 352.239-70,** (January 2010)

a. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see http://nvd.nist.gov/fdcc/index.cfm) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XPTM and Windows VistaTM, including desktops and laptops - regardless of function - but not including servers.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply:
The Contractor will ensure that Non-Disclosure Agreements are signed and that sensitive data on portable devices such as laptops and removable drives are encrypted as per the PII instructions in the clauses.

c. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings - see http://scap.nist.gov/validation. The Contractor shall test applicable product versions with all relevant and current

updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

g. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

C. **Standard for Encryption language, HHSAR 352.239-71,** (January 2010)

a. The Contractor shall use Federal Information processing Standard (FIPS) 140-2-compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).

b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see http://csrc.nist.gov/groups/STM/cmvp/) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.

c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

d. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).

e. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.

f. The Contractor shall ensure that its subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

D. **Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72,** (January 2010)

a. **Applicability**. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and related resources. This clause does not apply to national security systems as defined in FISMA.

b. **Contractor responsibilities**. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -

a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

c. Availability, which means ensuring timely and reliable access to and use of information.

2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.

3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

c. **Contractor security deliverables**. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

1. **IT Security Plan (IT-SP)** - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

a. The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:

i. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.

ii. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/ PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal

Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

iii. HHS-OCIO Information Systems Security and Privacy Policy.

2. **IT Risk Assessment (IT-RA)** - due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

3. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** - due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

4. **IT Security Certification and Accreditation (IT-SC&A)** - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

   a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.

   b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:

      i. Annual testing of the system contingency plan; and

      ii. The performance of security control testing and evaluation.

d. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.

f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the

integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -

   a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or

   b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of Clause)

Note: The NIST Special Publication SP-800-26 cited in subparagraph c.1.a.(ii) of this clause has been superseded by NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems and Organizations" for use for the assessment of security control effectiveness. See http://csrc.nist.gov/publications/PubsSPs.html to access NIST Special Publications (800 Series).

E. **Additional NIH Requirements**

1. **SECURITY CATEGORIZATION OF FEDERAL INFORMATION AND INFORMATION SYSTEMS (FIPS 199 Assessment)**

   a. Information Type:

      [ ] Administrative, Management and Support Information:

      [X] Mission Based Information:

      D.20.2 General Purpose Data and Statistics
      D.14.5 Health Care Research

   b. Security Categories and Levels:

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

   c. In accordance with HHSAR Clause 352.239-72, the contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor's assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.

2. **INFORMATION SECURITY TRAINING**

In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the below training:

a. Mandatory Training

i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at http://irtsectraining.nih.gov/ before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

b. Role-based Training

HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance about "NIH Information Security Awareness and Training Policy," at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/Final-InfoSecAwarenessTrainPol.doc.

The Contractor shall maintain a list of all information security training completed by each contractor/subcontractor employee working under this contract. The list shall be provided to the COR and/or Contracting Officer upon request.

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior (https://ocio.nih.gov/InfoSecurity/training/Pages/nihitrob.aspx), which are contained in the NIH Information Security Awareness Training Course http://irtsectraining.nih.gov.

3. **PERSONNEL SECURITY RESPONSIBILITIES**

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

a. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.

b. **New contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

c. **Departing contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.

d. **Commitment to Protect Non-Public Departmental Information and Data.**

The Contractor, and any subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

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

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

4. **LOSS AND/OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - NOTIFICATION OF DATA BREACH**

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Incident Response Team (IRT) via email (IRT@mail.nih.gov) within one hour of discovering the incident. The Contractor shall follow up with IRT by completing and submitting one of the applicable two forms below within three (3) work days of incident discovery:

NIH PII Spillage Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/NIH_PII_Spillage_Proced.doc
NIH Lost or Stolen Assets Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/ISSO_Stolen_Device-Media_Handling_Procedures.doc

ARTICLE H.11. 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:

   Due annually, on/or before the anniversary date of the contract.

   End of HHSAR 352.239-73(c)

ARTICLE H.12. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the Contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each Contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

ARTICLE H.13. 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:

The Contractor will be expected to handle confidential data under rules and procedures of non-disclosure as provided by the COR. The specific rules and procedures may change over the life of the contract. For example, data may be considered confidential if the compound supplier may be in the process of publishing a scientific paper, obtaining a patent, or if the data is protected under a Confidentiality Disclosure Agreement. Confidential information includes, but is not limited to: the identity of the suppliers, compound chemical structures, compound names, test results, and inventory.

ARTICLE H.14. 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 National Cancer Institute, National Institutes of Health, Department of Health and Human Services, under Contract No. TBD."

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

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

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

1. **Service Involving the Use of Information Technology**
   YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

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

(End of Clause)

ARTICLE H.17. 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.

ARTICLE H.18. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources: Final Notice," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at: http://www.gpo.gov/fdsys/pkg/FR-1999-12-23/pdf/99-33292.pdf is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTINGS WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFERORS WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACTS 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 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 substitutions will be made part of the resultant contract:

a. **Alternate I** (October 1997) of FAR Clause **52.215-14, Integrity of Unit Prices** (October 2010) is added.

*b. FAR Clause **52.215-23, Limitations on Pass-Through Charges** (October 2009), is added.*

c. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (October 2014), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.

d. **Alternate II** (October 2001) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (October 2014) is added.

e. FAR Clause **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) 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 **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (January 2014).

4. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (December 2014).

5. FAR Clause **52.210-1, Market Research** (April 2011).

6. FAR Clause **52.217-7, Option for Increased Quantity - Separately Priced Line Item** (March 1989).

   "....The Contracting Officer may exercise the option by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION] ...."

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

   "..The Contracting Officer may exercise the option by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION].

8. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (October 2014).

   "(c) Waiver of evaluation preference.....
   [ ] Offeror elects to waive the evaluation preference."

9. FAR Clause **52.219-28, Post-Award Small Business Program Representation** (July 2013).

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

11. FAR Clause **52.223-12, Refrigeration Equipment and Air Conditioners** (May 1995).

12. FAR Clause **52.223-15, Energy Efficiency in Energy-Consuming Products** (December 2007).

13. **Alternate V** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Specific data items that are not subject to paragraph (j) include:

14. FAR Clause **52.230-2, Cost Accounting Standards** (May 2014).

15. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (June 2010).

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

17. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).

18. FAR Clause **52.248-1, Value Engineering** (October 2010).

19. 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:

THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

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 9.104-7(c), insert the following clause:

a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS 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 FAPIIS 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 FAPIIS 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 FAPIIS 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 FAPIIS.*

   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 12/01/2015 through 11/30/2020 .

   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 $3,000, 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 $10,000,000

      2. Any order for a combination of items in excess of $19,000,000 ; or

      3. A series of orders from the same ordering office within 5 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 1 day 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 **52.216-21, Requirements** (October 1995).

   a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described

as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

d. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

e. If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

f. 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 five (5) years after period of performance of base.
(End of clause)

Alternate I (April 1984) is not applicable to this contract.

Alternate II (April 1984) is not applicable to this contract.

Alternate III (October 1995) is not applicable to this contract.

Alternate IV (October 1995) is not applicable to this contract.

5. 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 five (5) year period of performance.

(End of clause)

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

THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

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)	attachonepackageanddeliveryofproposals.pdf
Attachment 2:	Proposal Intent Response Sheet	http://ncioa.cancer.gov/oa-internet/forms/intent.jsp
Attachment 3:	Statement of Work	SOW.pdf
Attachment 4:	Government Furnished Property	governmentfurnishedproperty.pdf
Attachment 5:	Section K - Representations, Certifications, and Other Statements of Offerors	sectionkjuly2015.pdf
Attachment 6:	Information Technology Systems Security - Prospective Offeror Non-Disclosure Agreement	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Nondisclosure.pdf

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 7:	Summary of Related Activities	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/summary-related-activities.pdf
Attachment 8:	HHS Section 508 Product Assessment Template	http://www.hhs.gov/web/508/contracting/technology/vendors.html
Attachment 9:	Additional Technical Proposal Instructions	attach15addittechpropinstrc.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 10:	Proposal Summary and Data Record, NIH-2043	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/NIH2043.pdf
Attachment 11:	Small Business Subcontracting Plan	smallbusinesssubcontractingplan.pdf
Attachment 12:	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 13:	Offeror's Points of Contact	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/point-of-contact.pdf
Attachment 14:	Certificate of Current Cost or Pricing Data	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/cert-current-cost.pdf
Attachment 15:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://www.gsa.gov/portal/forms/download/116430

Attachment No.	Title	Location
Attachment 16:	Additional Business Proposal Instructions	attach16additbuspropinstrc.pdf

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 17:	Invoice Instructions for NIH Fixed Price Contracts NIH(RC)-2	http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2_508.pdf
Attachment 18:	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 19:	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 20:	Government Property Schedule	To be determined during negotiations.
Attachment 21:	Disclosure of Lobbying Activities, OMB Form SF-LLL	SFLLL.pdf
Attachment 22:	Commitment to Protect Non-Public Information Contractor Agreement	https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf
Attachment 23:	Roster of Employees Requiring Suitability Investigations	https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx
Attachment 24:	Employee Separation Checklist	https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf
Attachment 25:	Sample Task Order "Task Order Request for Proposal (TORFP) 2015-NCI-CAR-01	sampletaskorder2015NCICAR01.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. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (December 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. **GENERAL INFORMATION**

Offerors may submit WRITTEN questions requesting clarification of 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 Alexis Hudak at alexis.hudak@nih.gov and Timothy Crilley at tcrilley@mail.nih.gov. **FACSIMILE, TELEPHONE OR MAILED QUESTIONS WILL NOT BE ACCEPTED.**

Note: Questions must be received by **September 28, 2015** at **2:00 PM Eastern Standard Time (EST)** 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 to be prepared and issued prior to receipt of proposals.

Sample Task Order

Provide a response to the Sample Task Order **"Task Order Request for Proposal (TORFP) 2015-NCI-CAR-01" (Attachment 25)**. The response to the Sample Task Order should be included as a separate section (appropriately marked) in the Technical Proposal. The Offeror's response to the Sample Task Order should include discussion of technical approach, personnel proposed, facilities and equipment. Please reference **Additional Business Proposal Instructions (Attachment 9)** regarding development of the budgets for the Sample Task Order response.

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.*

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 541990.
2. The small business size standard is $15.0 million.

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

c. **TYPE OF CONTRACT AND NUMBER OF AWARDS**

1. It is anticipated that one award will be made from this solicitation and that the award will be made on/about November 30, 2015.
2. It is anticipated that the award from this solicitation will be a Indefinite Delivery/Indefinite Quantity type contract with a five (5) year period of performance.
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. **COMMITMENT OF PUBLIC FUNDS**

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

e. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this SOLICITATIONS. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

f. **RELEASE OF INFORMATION**

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

g. **PREPARATION COSTS**

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

h. **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:

Alexis D. Hudak
Contracting Officer
Office of Acquisitions
8490 Progress Drive Ste 400 Room 4037
Frederick, MD 21701-4998

(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 an IDIQ type contract will be awarded with FFP and CPFF Task Orders. (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.

III. BUSINESS PROPOSAL

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

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

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

4. **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See 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. 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 five (5) contracts completed during the past three years 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 a subcontract in excess of $500,000.

       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. **Information and Physical Access Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

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

The Homeland Security Presidential Directive (HSPD)-12 and the Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source.

A. **HHS-Controlled Facilities and Information Systems Security**

a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

b. To gain routine physical access to an HHS-controlled information system, and/ or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:

1. HHS-OCIO Information Systems Security and Privacy Policy (http://www.hhs.gov/ocio/policy/#Security)
2. HHS HSPD-12 Policy Document, v. 2.0 (http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf)
3. Information regarding background checks/badges (http://idbadge.nih.gov/background/index.asp)

c. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

[ ] **Level 6: Public Trust - High Risk.** Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and Background Investigation (MBI).

[ ] **Level 5: Public Trust - Moderate Risk.** Contractor/subcontractor employees assigned to Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[X] **Level 1: Non-Sensitive.** Contractor/subcontractor employees assigned to Level 1 positions shall undergo a Suitability Determination and National Check and Inquiry Investigation (NACI).

d. The personnel investigation procedures for Contractor personnel require that (upon award) the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation

for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions - i.e., those above non-sensitive, require more extensive documentation and investigation.

As part of its proposal, and if the anticipated position sensitivity levels are specified in paragraph (d) above, the Offeror shall notify the Contracting Officer of (1) its proposed personnel who will be subject to a background check/investigation and (2) whether any of its proposed personnel who will work under the contract have previously been the subject of national agency checks or background investigations.

Upon award, the Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access and/or maintain a Federal Information System(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract.

Contractors may begin work after the fingerprint check has been completed.

e. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

f. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s). Accordingly, if position sensitivity levels are specified in paragraph (d) above, the Offeror shall ensure that the employees it proposes for work under this contract/order have a reasonable chance for approval.

g. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

h. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer.

i. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

B. **Standard for Security Configurations, HHSAR 352.239-70,** (January 2010)

a. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see http://nvd.nist.gov/fdcc/index.cfm) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XPTM and Windows VistaTM, including desktops and laptops - regardless of function - but not including servers.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply:
The Contractor will ensure that Non-Disclosure Agreements are signed and that sensitive data on portable devices such as laptops and removable drives are encrypted as per the PII instructions in the clauses.

c. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings - see http://scap.nist.gov/validation. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

g. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

C. **Standard for Encryption language, HHSAR 352.239-71,** (January 2010)

a. The Contractor shall use Federal Information processing Standard (FIPS) 140-2-compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).

b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see http://csrc.nist.gov/groups/STM/cmvp/) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.

c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

d. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).

e. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.

f. The Contractor shall ensure that its subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

D. **Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72,** (January 2010)

a. **Applicability**. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and

related resources. This clause does not apply to national security systems as defined in FISMA.

b. **Contractor responsibilities**. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -

   a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

   b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

   c. Availability, which means ensuring timely and reliable access to and use of information.

2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.

3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

c. **Contractor security deliverables**. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

1. **IT Security Plan (IT-SP)** - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

   a. The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:

      i. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.

      ii. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/ PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the

information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

iii. HHS-OCIO Information Systems Security and Privacy Policy.

2. **IT Risk Assessment (IT-RA)** - due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

3. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** - due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

4. **IT Security Certification and Accreditation (IT-SC&A)** - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

   a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.

   b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:

      i. Annual testing of the system contingency plan; and

      ii. The performance of security control testing and evaluation.

d. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities

and Information Systems Security" requirements specified in the SOW/PWS of this contract.

e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.

f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -

   a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or

   b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of Clause)

Note: The NIST Special Publication SP-800-26 cited in subparagraph c.1.a.(ii) of this clause has been superseded by NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems and Organizations" for use for the assessment of security control effectiveness. See http://csrc.nist.gov/publications/PubsSPs.html to access NIST Special Publications (800 Series).

E. **Additional NIH Requirements**

1. **SECURITY CATEGORIZATION OF FEDERAL INFORMATION AND INFORMATION SYSTEMS (FIPS 199 Assessment)**

   a. Information Type:

      [ ] Administrative, Management and Support Information:

      [X] Mission Based Information:

      D.20.2 General Purpose Data and Statistics
      D.14.5 Health Care - Research

   b. Security Categories and Levels:

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

   c. In accordance with HHSAR Clause 352.239-72, the contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor's assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.

2. **INFORMATION SECURITY TRAINING**

   In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the below training:

   a. Mandatory Training

      i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at http://irtsectraining.nih.gov/ before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

      ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

   b. Role-based Training

HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance about "NIH Information Security Awareness and Training Policy," at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/Final-InfoSecAwarenessTrainPol.doc.

The Contractor shall maintain a list of all information security training completed by each contractor/subcontractor employee working under this contract. The list shall be provided to the COR and/or Contracting Officer upon request.

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior (https://ocio.nih.gov/InfoSecurity/training/Pages/nihitrob.aspx), which are contained in the NIH Information Security Awareness Training Course http://irtsectraining.nih.gov.

3. **PERSONNEL SECURITY RESPONSIBILITIES**

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

a. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.

b. **New contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

c. **Departing contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.

d. **Commitment to Protect Non-Public Departmental Information and Data.**

The Contractor, and any subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

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

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

4. **LOSS AND/OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - NOTIFICATION OF DATA BREACH**

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Incident Response Team (IRT) via email (IRT@mail.nih.gov) within one hour of discovering the incident. The Contractor shall follow up with IRT by completing and submitting one of the applicable two forms below within three (3) work days of incident discovery:

NIH PII Spillage Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/NIH_PII_Spillage_Proced.doc
NIH Lost or Stolen Assets Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/ISSO_Stolen_Device-Media_Handling_Procedures.doc

15. **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 (July 2013).

b. Facilities Capital Cost of Money, FAR Clause 52.215-16, (June 2003).

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

d. Limitations on Pass-Through Charges--Identification of Subcontract Effort, FAR Provision 52.215-22, (October 2009).

e. Single or Multiple Awards, FAR Clause 52.216-27, (October 1995).

f. 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.

For details regarding the Sample Task Order "Task Order Request for Proposal (TORFP) 2015-NCI-CAR-01," please reference Attachment 25 of the RFP for further instructions.

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. **Obtaining and Disseminating Biomedical Research Resources**

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

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

This policy, entitled, "SHARING BIOMEDICAL RESEARCH RESOURCES: Principles and Guidelines for Recipients of NIH Research Grants and Policy," (Federal Register Notice, December 23, 1999 [64 FR 72090] will be included in any contract awarded from this solicitation. It can be found at the following website:

http://www.gpo.gov/fdsys/pkg/FR-1999-12-23/pdf/99-33292.pdf

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)

The "HHS Section 508 Product Assessment Template" is included in SECTION J - List of Attachments, of this solicitation.

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:

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. **Certified Cost or Pricing Data**

1. **General Instructions**

A. You must provide the following information 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 of contract administration office (if available);
5. Type of contract action (that is, new contract, change order, price revision/ redetermination, letter contract, unpriced order, or other);
6. Proposed cost; profit or fee; and total;
7. Whether you will require the use of Government property in the performance of the contract, and, if so, what property. See Item 16. Other Administrative Data, subparagraph a.2. Government Property of this Section L.2.c of this solicitation;
8. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been

determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

9. The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403 5(b)(1) and Table 15 2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
10. Date of submission; and
11. Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the certified cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, certified cost or pricing data (as defined at FAR 2.101). You must clearly identify on your cover sheet that certified cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including

1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
2. The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406 2, submit a Certificate of Current Cost or Pricing Data.

2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. **Materials and services**. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph A.2. below. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

1. *Adequate Price Competition*. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205 26(e)).

2. *All Other*. Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either $12.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit certified cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included, along with your own certified cost or pricing data submission, as part of your own certified cost or pricing data. You must also submit any other certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. **Direct Labor**. Provide a time phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. **Indirect Costs**. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the

reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. **Other Costs**. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. **Royalties**. If royalties exceed $1,500, you must provide the following information on a separate page for each separate royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.
3. Patent numbers.
4. Patent application serial numbers, or other basis on which the royalty is payable.
5. Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
6. Percentage or dollar rate of royalty per unit.
7. Unit price of contract item.
8. Number of units.
9. Total dollar amount of royalties.
10. If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.202 and 31.205-37).

F. **Facilities Capital Cost of Money**. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB CMF and show the calculation of the proposed amount (see FAR 31.205 10).

3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

4. **General Information**

a. There is a clear distinction between submitting certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of certified cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of certified cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

b. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether

the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

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)

Alternate I (October 2010) of FAR Clause **52.215-20, Requirements for Certified Cost or Pricing Data and Data Other than Cost or Pricing Data** (October 2010). As prescribed in 15.408(l)(and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

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

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

4. **Salary Rate Limitation in Fiscal Year 2015**

Offerors are advised that pursuant to P.L. 113-235, signed into law on December 30, 2014, no NIH Fiscal Year 2015 (until September 30, 2015) 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 113-235 applies only to Fiscal Year 2015 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, and consultants. P.L. 113-235 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. **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.

9. **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

   A Listing of Government Furnished Property is provided in Section J - Solicitation Attachments of this solicitation

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: https://web.archive.org/web/20111015044731/http:/www.hhs.gov/hhsmanuals/.

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.

10. **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.

11. **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.

12. **Proposer's Annual Financial Report**

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

13. **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.

14. **Additional Business Proposal Instructions**

Transition Budget

The cost for the transition shall not be included in the technical proposal. The cost for the transition shall be included in the business proposal as a separate tab. The transition budget shall be a separate budget from the offeror's total cost proposal.

Offerors are required to provide a detailed plan including hours, days and dollars for moving the repository from its present location at Fisher BioServices, 20301 Century Boulevard, Building 6, Suite 800, Germantown, MD to your proposed location. Provide a detailed plan which requires approval prior to award. The plan shall include, but should not be limited to providing guidelines for prevention of loss or damage of part or all of the NCI compound collection during shipment, freezer and refrigerator preparation(s), insurance, and handling of damaged containers of hazardous chemicals. Additionally, identify any potential problems with the move. Consideration should also be given to the relocation of the Government provided equipment, and any other considerations that the offeror feels are pertinent. The cost for transition and move shall be provided as a separate budget as well as a category in the total estimated budget.

For budgeting purposes, it is estimated that the current facility contains 550,000 containers. A standard container is a 2-8 dram glass vial. It is estimated that 95% of the inventory is stored in these vials, although larger quantities up to several kilos are stored in larger containers. For purposes of cost estimates, assume all compounds are stored in 4 gram glass vials.

SECTION M - EVALUATION FACTORS FOR AWARD

1. **GENERAL**

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors in order of importance are: technical, cost, and past performance. Although technical factors are of paramount consideration in the award of the contract, past performance and cost/price 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 an award to that offeror 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 SOLICITATION. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the SOLICITATION. Offerors must submit information sufficient to evaluate their proposals based on the detailed factors listed below.

TECHNICALLY UNACCEPTABLE PROPOSALS SHALL NOT BE ELIGIBLE FOR AWARD.

2. **COST/PRICE EVALUATION**

Offerors cost/price proposal will be evaluated for reasonableness if the offeror(s) Technical Proposal is determined to be Technically Acceptable. 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 offeror(s) 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 offeror(s) technical proposal.

Cost Realism will be evaluated only on the offeror(s) 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.

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 at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

a. All required federal, state and local approvals, licenses, certificates, permits and other legal requirements necessary for an operational facility or facilities and its contents, at the proposed location and for the proposed use and occupancy have been issued.

b. If facility is not contractor owned, commitment for a non-revocable building lease through the end of the contract term.

4. **EVALUATION OF OPTIONS**

It is anticipated that any contract awarded from this solicitation could contain option provisions and periods.

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

5. 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. Subfactors are listed in order of relative importance.

A. UNDERSTANDING OF THE PROJECT AND TECHNICAL APPROACH: Weight 45 points

1) Adequacy of the offeror's awareness and understanding of the tasks of the project and their proposed approach for completion, please address each of the following.

a) A definitive statement of the proposed work to be done should be provided. State the overall objectives of the project as envisioned by you and the specific accomplishments you hope to achieve for the entire period of performance.

b) Provide an outline of a program for implementing the work and the technical approach that would be used to achieve the objectives and fulfill the Government's requirements. Indicate your awareness of the important factors to be considered in the performance of the contract.

c) Discuss mandatory and any optional employee educational and safety training in order to successfully execute the tasks of this contract.

2) Adequacy of the offeror's awareness and understanding of the problems that may be encountered in project execution and their proposed solutions, please address each of the following.

a) Discuss plans for accommodating a fluid and unpredictable workload, both in terms of overall workload and related to specific tasks.

b) Discuss proposed approaches to the resolution of potential related-issues.

3) Adequacy of the discussion of the acquisition/documentation activities described in the Statement of Work.

4) Adequacy of procedures described for receiving, storing, inventory and shipping activities, please address each of the following.

a) Discuss your approach for maintaining accurate real-time physical inventory records of compounds and quantities contained in the repository.

b) Discuss in detail your approach to packaging and shipping to ensure the safe, intact and timely arrival of shipped chemicals.

c) Describe your awareness and understanding of problems involved with shipping (domestic and international, including China and India), receiving, storage, distribution, and record keeping for perishable and hazardous chemicals. Assume 30-40% of the shipments will require special handling (e.g. highly cytotoxic, dry-ice, moisture-sensitive).

d) Discuss in detail your awareness of FDA's Current Good Laboratory Practices as they pertain to the storage and handling of cGMP materials. Discuss your approach to assure compliance with their requirements.

e) The chemicals contained in the repository are considered to be potentially hazardous agents and should be handled with appropriate care. Discuss in detail your awareness of OSHA regulations and your approach to a general safety program to assure compliance with regulations for handling and storage of highly cytotoxic and hazardous chemicals.

5) Adequacy and appropriateness of safety and security measures described for the project including handling of highly toxic materials and IT-related security.

6) Describe security measures to safeguard government-owned materials, including data, and equipment from theft, misuse and damage.

7) Describe in detail how your organization will accomplish a successful phase-in (including hours, days and dollars) to ensure the continuity of the present NCI contract, provide a detailed plan and timetable for implementing a transfer from the current facility in the Rockville, MD area to your proposed facility. The transfer of the chemical and drug inventory and the continuity of operations should be addressed in detail.

B. PERSONNEL: Weight 35 points

1) 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 and 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.

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

3) Describe the education, training, relevant experience (including a background in the understanding of chemical structures, chemical reactivity, chemical hazards, safety procedures, regulatory requirements, domestic and international shipping procedures) suitability and availability of each of the following:

a) Project Director/Project Manager

The Project Director/Project Manager shall be trained in an appropriate discipline (e.g. physical sciences or engineering) with at least a Bachelor's degree from an accredited school with experience in areas relevant to this work. Areas relevant to the work scope are chemical compound management including related IT database management, regulatory compliance and transport regulations. The individual should have had supervisory/management experience over 8 or more employees. The individual shall have experience in performing successfully in a complex and flexible matrix environment. List the name of the Project Director/Project Manager responsible for overall implementation of the contract and key contact for technical aspects of the project. Discuss the qualifications, experience, and accomplishments of the Project Director/Project Manager. State the estimated effort to be dedicated to the project, their proposed duties, and the areas or phases for which they will be responsible.

b) Acquisitions/Documentation Manager

List all other Professional personnel, including separately the Acquisitions/Document Manager, who will be participating in the project. Discuss their qualifications, experience, and accomplishments. State the estimated effort to be dedicated to the project, proposed duties on the project, and the areas or phases for which each will be responsible.

c) Support Staff, including provisions for IT-related support staff

List all other Support Staff, who will be participating in the project. Discuss their qualifications, experience, and accomplishments. State the estimated effort each will spend on the project, proposed duties on the project, and the effort for which each will be responsible.

d) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for employment, or on a subcontract or consultant basis. This should include information technology personnel who will support work performed under the contract. 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. Commitment letters for use of consultants and other personnel to be hired must include the following items:

- The specific items or expertise provided.

- Availability to the project and the amount of time anticipated.

- Handling of rights to publications and intellectual property consistent with the Bayh-Dole Act.

C. FACILITIES AND EQUIPMENT: Weight 10 points

1) Adequacy and availability of proposed space, facilities and equipment for this project including adequacy of terms for leased properties, please address each of the following.

a) The building facilities used for this contract shall be suitably located in order to provide efficient completion of the tasks outlined in the Statement of Work. It would be advantageous for efficient operation that all tasks be performed within the same work site with a preference to all tasks being performed within the same building.

b) Describe in detail the facility that will be used and provide evidence of its availability for the full term of the project.

- Provide a detailed floor plan of the proposed facility including dimensions of each work area and proposed location of equipment. Such a floor plan must be sufficiently detailed to allow for a proper evaluation of the proposed facility. It is desirable that the proposed space be contiguous.

- If renovation is planned, provide a floor plan of the proposed space as it currently exists. Describe thoroughly any expansion/renovation (current or planned) which may be necessary for fulfillment of the contract requirements. Show applicability of your floor plan to the proposed location. Also, provide a detailed timetable for the accomplishment of such expansion/renovation, including a final date at which full operation could begin.

c) Contiguous support space (weighing areas, packaging areas, storage, records and computer terminals) is advantageous to provide for the efficient operations of storage, weighing, packaging, and distribution.

d) All storage areas must be clean, well-lighted, and must conform to and be maintained in accordance with modern industry standard and OSHA requirements.

e) The facility shall possess sufficient security precautions to prevent theft, misuse or damage to Government-owned property, including both electronic and hard data file.

f) The contractor shall provide the facilities and equipment listed below for the performance of this contract:

Approximately 6,000 square feet of chemical storage space containing:

5,000 Cubic feet of refrigerator space (+5 deg C)

10,000 Cubic feet of freezer space (-20 deg C)

500 Cubic feet of ultra-low temperature space (-80 deg C)

- Sufficient non-recirculating air conditioning and heating to provide controlled room temperature (+20 deg C) chemical storage space. The turnover of room air shall comply with accepted industry standards and OSHA regulations.

- Plans for suitable back- up facility that would allow for continuing full operations for the term of the contract should the proposed facility become unusable.

- OSHA recommended personal protective equipment (PPE) required to safeguard personnel must be provided. The ambient chemical storage space shall be protected by a non-water fire suppression system (e.g. Inergen). All safety measures shall conform to Federal, state and local regulations.

2) Adequacy of a transition plan into a new facility, please address the following.

a) The contractor shall propose a fully-operational facility, which includes all necessary equipment for accomplishing the tasks identified in the Statement of Work. While the government is initially providing Government Furnished Equipment (GFE), the contractor will be required to maintain and/or replace all equipment that becomes non-operational during the performance of this contract.

3) Provide with the technical proposal two copies of your organization's safety procedures or manual.

D. ORGANIZATIONAL BACKGROUND AND EXPERIENCE: Weight 10 points

1) Organizational capabilities and relevant experience which would ensure the satisfactory performance of all tasks described in the Statement of Work, please address each of the following.

a) Describe overall organizational experience in the areas of chemical acquisitions, registration, storage, and distribution.

b) Describe in detail organizational activities currently on-going or recently completed that would indicate the capabilities and experience in storage and shipping of temperature, light, and/or moisture sensitive, potentially hazardous and highly cytotoxic chemicals.

c) Discuss the background and experience of the organization in providing security to safeguard valuable and proprietary materials and information.

d) Discuss the organization's overall ability to flexibly respond to work requirements and changing priorities. Indicate the priority to be placed on this work effort as compared to existing commitments.

TOTAL: 100 points

The following evaluation criteria are also used by the Technical Evaluation Committee when reviewing each technical proposal. However, the below criteria is a non-weighted evaluation criteria.

SUSTAINABLE ACQUISITION 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 environmental 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.

The following evaluation criterion will be used in review of the Sustainable Acquisition Plan:

Descriptor	Proposal qualities
Excellent	Documents compliance with relevant environmental laws and regulations to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies. Implements cost- effective contracting preference programs promoting energy- efficiency, water conservation and the acquisition of environmentally preferable products and services (e.g., computer monitor, desktop computer, notebook computer and personal computer products. Minimizes the procurement of materials and substances that contribute to the depletion of stratospheric ozone. Gives preference to the procurement of alternative chemical, product, and manufacturing processes that reduce overall risks to human health and the environment by lessening the depletion of ozone in the upper atmosphere. Reduces paper use and acquires paper containing at least 30% postconsumer fiber.
Good	Documents compliance with relevant environmental laws and regulations and commits the organization to more aggressive actions such as: Develops and implements innovative policies and practices to reduce scope 3 GHG emissions in HHS operations. Manages existing buildings to reduce energy, water, and materials consumption. Implements and achieves objectives in EPA's Storm water Management Guidance. Reduces paper use and acquires paper containing at least 30% postconsumer fiber. Minimizes the acquisition, use, and disposal of toxic and hazardous materials. Employs environmentally sound practices for the disposition of all agency excess or surplus electronic products. Procures Energy Star and FEMP-designated electronic equipment. Continues implementation of existing Environmental Management System (EMS) programs.

Descriptor	Proposal qualities
Fair	Documents existing programs that meet relevant environmental laws and regulations and proposes modest further steps.
Poor	Merely states that the offeror will comply with relevant environmental laws and regulations, or describes programs that merely comply with relevant laws.

6. **EVALUATION OF ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY - SECTION 508**

The offeror's proposal must demonstrate compliance 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 for all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order, including EIT deliverables such as electronic documents and reports.

If your proposal does not include a completed HHS "Section 508 Product Assessment Template" (hereafter referred to as the "Template") which demonstrates that EIT products and services proposed support applicable Section 508 accessibility standards, or, if the completed "Template" included in your proposal is considered "noncompliant," and the Government includes your proposal in the competitive range (for competitive proposals), or if the Government holds discussions with the selected source (for sole source acquisitions), you will be afforded the opportunity to further discuss, clarify or modify the "Template" during discussions and in your Final Proposal Revision (FPR). If your "Template" is still considered "noncompliant" by the Government after discussions, your proposal may not be considered further for award.

7. **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.

When assessing performance risks, the Government, to the fullest extent practicable, will focus on the past performance of the offeror as it relates to all acquisition requirements, in terms of Quality, Schedule, Cost Control, Business Relations, Management, Small Business and Other factors as deemed appropriate.

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.