

## REQUEST FOR PROPOSALS NO. NIH-NIAMS 03-01

### NATIONAL INSTITUTE OF ARTHRITIS AND MUSCULOSKELETAL AND SKIN DISEASES

DATE ISSUED: May 29, 2002

DATE DUE: July 15, 2002

LADIES AND GENTLEMEN:

The National Institute of Arthritis and Musculoskeletal and Skin Diseases (NIAMS), NIH, invites you to submit a proposal in accordance with the requirements of the attached Request for Proposals (RFP) No. NIH-NIAMS-03-01.

**THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE. THE AWARD FROM THIS SOLICITATION WILL BE A PERFORMANCE-BASED, COST PLUS AWARD FEE TYPE CONTRACT, WHICH WILL INCLUDE MONETARY INCENTIVES.**

The North American Industry Classification System (NAICS) code that best describes this requirement is 561110. The small business size standard is \$6 million. The incumbent is Eagle Design and Management, Inc. of Bethesda, Maryland.

Potential offerors are invited to attend a Pre-proposal Conference on June 5, 9:00 AM in Conference Rooms F1 and F2 in the Natcher Conference Center located at 45 Center Drive, Bethesda, Maryland 20892-6500. Please refer to SECTION L – INSTRUCTIONS TO OFFERORS, Item 1.g. (page 40) for additional information.

If you intend to submit a proposal in response to this solicitation, please inform the Contracting Officer of your intent, by completing the Proposal Intent Response Sheet (Attachment #3) and sending it to the Contracting Officer by no later than June 17, 2002. You may send it to the address indicated below or fax it to 301-480-5996 or email it to: shanahae@mail.nih.gov.

It is your responsibility to monitor the web sites where the RFP will be posted to learn about any amendments to the solicitation. The RFP and any amendments will be posted on two web sites. One is the Federal Business Opportunities web site: <http://www.fedbizopps.gov/>, and the other is the NIAMS web site: <http://www.niams.nih.gov/rtac/funding/grants/rfp/wwwrfp.htm>.

**IT SHOULD BE NOTED THAT THE NIAMS CONTRACTS MANAGEMENT BRANCH WILL BE MOVING TO ONE DEMOCRACY PLAZA AS OF JULY 1, 2002. PRIOR TO THAT DATE ALL CORRESPONDENCE SHOULD BE MAILED TO:**

National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
Natcher Building, Room 5AS13A  
45 Center Drive, MSC 6500  
Bethesda, Maryland 20892-6500

Your proposal must be received by the Contracting Officer no later than 4:30 P.M. (local time) on **July 15, 2002**, at the following address:

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

National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
One Democracy Plaza  
6701 Democracy Blvd., Suite 800  
Bethesda, Maryland 20817

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

National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
One Democracy Plaza  
6701 Democracy Blvd, Suite 800  
Bethesda, Maryland 20892-4872

It is your responsibility to ensure that your proposal is delivered by the due date and time, and at the specific location (Suite 800) as required in the solicitation. Please be advised that late proposals will be handled in accordance with the solicitation provisions entitled: "LATE PROPOSALS AND REVISIONS."

Your proposal must be prepared in accordance with **Section L** entitled "Instructions, Conditions, and Notices to Offerors", **Section C** entitled "Description/Specification/Work Statement", and **Section M** entitled "Evaluation Factors for Award."

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

Requests for any information concerning this RFP should be referred to the undersigned, who can be reached at [shanahae@mail.nih.gov](mailto:shanahae@mail.nih.gov) or (301) 594-2543.

Sincerely,

Elizabeth Shanahan  
Contracting Officer  
Contract Management Branch,  
National Institute of Arthritis and  
Musculoskeletal and Skin Diseases, NIH

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

Page 3 of pages 59 pages

**1. Purchase Authority: Public Law 92-218 as amended**

|  |                                       |  |   |
|--|---------------------------------------|--|---|
| <b>2. Request For Proposals (RFP) Number:</b><br>NIH-NIAMS-03-01 | <b>3. Issue Date:</b><br>May 29, 2002 | <b>4. Just in Time:</b><br>___ NO<br><u> X </u> YES See Part IV,<br>Section L. | <b>5. Set Aside:</b><br>___ NO<br><u> X </u> YES See Part IV,<br>Section L. |
|--|---------------------------------------|--|---|

**6. TITLE: NATIONAL INSTITUTE OF ARTHRITIS AND MUSCULOSKELETAL AND SKIN DISEASES INFORMATION CLEARINGHOUSE****7. ISSUED BY:**

National Institutes of Health  
National Institute of Arthritis and Musculoskeletal  
and Skin Diseases  
Contracts Management Branch  
Natcher Building, Room 5AS13A  
45 Center Drive, MSC 6500  
Bethesda, Maryland 20892-6500

**8. SUBMIT OFFERORS TO:**

See Section L, "Packaging and Delivery of  
the Proposal"

**9.** Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the location specified, and in the number of copies specified in Section L.1., GENERAL INFORMATION, paragraph (a), until **JULY 15, 2002, 4:30 p.m.** (local time).

**10.** THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN SECTION L, 1. GENERAL INFORMATION, PARAGRAPH (a), UNTIL **JULY 15, 2002, 4:30 PM (LOCAL TIME)**. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS/HER DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH 9(c)(3) OF FAR CLAUSE 52-215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION."

**11.** Offers must be valid for a period of 120 days. Please specify this period on the Attachment entitled "Proposal Summary and Data Record, NIH-2043." Offeror must provide full name, address, TIN, and if different, the address to which payment should be mailed. In addition, the Offeror must provide an electronic address (e-mail), along with a facsimile address.

**12.** FOR INFORMATION CALL: Elizabeth Shanahan, Contracting Officer  
PHONE: 301-594-2543  
E-MAIL: <mailto:shanahae@mail.nih.gov>  
COLLECT CALLS WILL NOT BE ACCEPTED.

**13.** Table of Contents on following page.

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

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

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

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

The objectives of this contract are to provide logistic and administrative support to the NIAMS Information Clearinghouse and the Office of Communication and Public Liaison.

- a. The estimated cost of this contract is \$ To Be Negotiated (TBN).\*
- b. The fixed fee for this contract is \$ TBN. The fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort actually expended. Payment shall be subject to the withholding provisions of the clauses **ALLOWABLE COST AND PAYMENT** and **FIXED FEE** referenced in the General Clause Listing in Part II, **ARTICLE I.1.** of this contract.
- c. The maximum amount of award fee that may be earned for this contract is \$ TBN. Award fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the following procedures:
  - (1) The Contractor's performance shall be evaluated on a quarterly basis during the period of the contract. The Award Fee evaluation periods and maximum amounts for each are listed below. The amount available for each period will be divided evenly for each quarterly evaluation period.
  - (2) The criteria set forth in the Quality Assurance Surveillance Plan, **SECTION J** List of Attachments, shall be used to evaluate the Contractor's performance.
  - (3) The Contractor agrees that the final determination as to the amount of Award Fee earned will be made by the Contracting Officer, taking into consideration an analysis and evaluation of the Contractor's performance made by the Award Fee Evaluation Group described in **ARTICLE H.11.** and shall not be subject to the terms of the "Disputes" clause of this contract. The Contractor shall be advised in writing of the decision setting forth reasons why the Award Fee was earned, or why it was not earned, in order that the Contractor may improve its performance during the subsequent periods, if necessary.
  - (4) Notwithstanding any other provisions of this contract, the fee for performing this contact shall not exceed the statutory limitations prescribed by Federal Regulations for services other than research, development or experimental work.

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

- (5) Authorization to claim and be reimbursed for Award Fee under this contract will be accomplished by a signed Contracting Officer Authorization (COA) Letter, issued when the Award Fee is determined to be due. The COA letter shall set forth the amount of Award Fee to be paid and shall indicate the performance period evaluated. Upon receipt of the COA letter, the Contractor may submit a public voucher for payment of the total Award Fee earned for the period evaluated. Payment of the Award Fee shall be subject to the withholding provision of the clause entitled “Fixed Fee”.

The Government's maximum obligation, represented by the sum of the estimated cost plus the fixed fee and award fee, for the base period of this contract is \$ TBN.

| Period of Performance | Estimated Cost | Base Fee | Maximum Award Fee | Total Estimated Cost plus all Fees |
|-----------------------|----------------|----------|-------------------|------------------------------------|
| Year 1                |                | \$0      |                   |                                    |
| Year 2                |                | \$0      |                   |                                    |
| Year 3                |                | \$0      |                   |                                    |
| Year 4                |                | \$0      |                   |                                    |
| Year 5                |                | \$0      |                   |                                    |
| TOTAL                 |                | \$0      |                   |                                    |

- e. Total funds currently available for payment and allotted to this contract are \$TBN of which \$ TBN represents the estimated costs, and of which \$ TBN represents the fixed fee and \$TBN represents the award fee pool. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
- f. It is estimated that the amount currently allotted will cover performance of the contract through TBN.
- g. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

## ARTICLE B.2. PROVISIONS APPLICABLE TO DIRECT COSTS

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

## ARTICLE B.3. ADVANCE UNDERSTANDINGS

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

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

### ARTICLE C.1. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work, SECTION J, ATTACHMENT No.1, attached hereto and made a part of this solicitation.

### ARTICLE C.2. REPORTING REQUIREMENTS

1. In addition to those reports required by other terms of this contract, the Contractor shall submit the following reports in accordance with the delivery schedule:

a. Monthly Progress Reports

By the 10<sup>th</sup> calendar day of the month, the Contractor shall submit a monthly progress report that provides a brief overview highlighting the most significant activities and describes the opportunities, problems, and/or difficulties that arose during the preceding calendar month, as well as proposed solutions, and/or steps taken to solve problems. The report shall include a description of the Contractor's accomplishments for that month broken down by service area. The monthly report shall contain publications activity and the inventory, inquiry statistics, and a cost-recovery report for the month (if appropriate). The first report shall cover the period consisting of the first full calendar month following the effective date of the contract and any fractional part of the initial month. A monthly report is not due when the annual report is due.

b. Monthly Cost Report

By the 10<sup>th</sup> calendar day of the month, the Contractor shall submit a report which

includes an accounting of costs, giving hours and dollars for each task in each of the following categories: amounts budgeted; amounts expended during the past month; amounts expended year-to-date; percent of budget amount expended for that task; amounts remaining; and amounts expended for the previous year. If there are one or more subcontractors, the Contractor shall total the costs of each task contributed by the prime and subcontractor(s) during that particular month. The Contractor shall also provide an accounting of costs of conferences and major projects (over \$5,000) when they reach one-half of estimate costs (either hours or dollars, whichever occurs first) and when they are complete. If the halfway point in costs is reached relatively early, the Contractor shall address the reasons for this and suggest ways to modify the plans.

c. Annual Progress Report

By the 30<sup>th</sup> calendar day following the anniversary date of the contract, the Contractor shall submit an annual report that describes the significant activities and accomplishments that have occurred in the preceding contract year. It will contain an overview followed by sections reporting on each contract task. The report shall provide complete usage statistics for the preceding year as well as complete inventory reports for publications distributed. In the final section of the report, the Contractor shall analyze the Clearinghouse's activities over the year and recommend future directions. The annual report shall also include cumulative figures and trends from previous years. The annual progress report shall cover the period consisting of the previous 12 months.

d. Annual Performance and Operating Plan

The Contractor shall draft an Annual Performance and Operating Plan that covers each service area of the contract. This Plan shall provide sufficient detail on technical content, schedule, and cost management to allow the Government to confidently and accurately monitor Contractor progress toward accomplishing the objectives stated in the Statement of Work. The Annual Performance and Operating Plan will address accomplishing the requirements of the contract and focus on customer satisfaction, quality, timeliness, and cost-control. Also included should be the Promotion Plan, which identifies methods for maximizing NIAMS outreach and promotion efforts (see Section 4.4 of this Statement of Work). This Plan shall be submitted each year on the anniversary date of the contract award.

e. First Annual Performance and Operating Plan

The First Annual Performance and Operating Plan shall be largely based on the proposal; the actual operating version of this Plan shall be due within 1 month of contract award and shall include the initial Promotion Plan.

f. Final Report

At the conclusion of the contract, the Contractor shall submit a final report that summarizes all the activities undertaken during the contract period. The Contractor shall review all significant activities and accomplishments during the entire contract period and include statistical summaries of all activities. A final report shall be submitted on or before the expiration date of the contract.

g. Special Reports

At the direction of the Project Officer, the Contractor shall prepare and submit reports that describe the activities of the NIAMS Clearinghouse or reports that cover particular aspects of the Clearinghouse. These reports may be required for activities such as presentations, speeches, or briefings.

2. Copies of the reports shall be submitted to the following addresses in the number of copies indicated below (unless otherwise indicated above):

| <u>Address</u>   | <u>Number of Copies</u> |
|--|-------------------------|
| Project Officer<br>Office of Communication and Public Liaison<br>National Institute of Arthritis and Musculoskeletal<br>And Skin Diseases, NIH<br>Building 31, Room 4C05<br>31 Center Drive, MSC 2350<br>Bethesda, MD 20892-2350   | 2                       |
| Contracting Officer<br>Contracts Management Branch, EP<br>National Institute of Arthritis and Musculoskeletal<br>And Skin Diseases, NIH<br>One Democracy Plaza<br>6701 Democracy Blvd., Suite 800<br>Bethesda, Maryland 20892-4872 | 1                       |

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

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

- c. **MARKING**

All reports following identifiers:

1. Title:
2. Contract Number:
3. Name of Contractor:

## **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 ARTICLE, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at, National Institute of Arthritis and Musculoskeletal and Skin Diseases, National Institute of Health, Bethesda, Maryland. 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 No. 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 16, 2002 through December 15, 2007.

**ARTICLE F.2. DELIVERIES**

- a. The items specified below as described in SECTION C, ARTICLE C.2 will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION (APRIL 1984), and in accordance with and by the date(s) specified below and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract:

| Item | Description              | Quantity                       | Delivery Schedule   |
|------|--------------------------|--------------------------------|---|
| 1.   | Monthly Progress Reports | 2 to the P.O.<br>1 to the C.O. | 10 calendar days after the end of the reporting period          |
| 2.   | Monthly Cost Reports     | 2 to the P.O.<br>1 to the C.O. | 10 calendar days after the end of the reporting period.         |
| 3.   | Annual Progress          | 2 to the P.O.<br>1 to the C.O. | 30 calendar days following the anniversary date of the contract |

| Item | Description                           | Quantity                       | Delivery Schedule  |
|------|---------------------------------------|--------------------------------|--|
| 4.   | Annual Performance and Operating Plan | 2 to the P.O.<br>1 to the C.O. | Within 1 month of contract award and then annually, 30 days following the anniversary date of the contract |
| 5.   | Final Report                          | 2 to the P.O.<br>1 to the C.O. | On or before the expiration date of the contract   |
| 6.   | Special Reports                       | 2 to the P.O.<br>1 to the C.O. | At the direction of the Project Officer  |

### ARTICLE F.3. LEVEL OF EFFORT

- a. During the period of performance of this contract, it is estimated that the Contractor may provide approximately 116,755 direct labor hours of effort. The labor hours include vacation, sick leave, and holidays. The estimated distribution of labor hours of effort is as follows:

| <u>Labor Category</u>          | <u>Total Direct Labor Hours</u> |
|--------------------------------|---------------------------------|
| Project Director               | 10,400                          |
| Project Manager                | 1,144                           |
| Information Specialist         | 43,584                          |
| Graphics/Web Designer          | 13,348                          |
| Editor                         | 2,215                           |
| Systems Administrator          | 5,095                           |
| Database Programmer/Specialist | 5,380                           |
| Librarian/Abstractor           | 9,255                           |
| Patient Liaison Escorts        | 7,739                           |
| Warehouse Personnel            | 11,245                          |
| Support Staff                  | <u>7,350</u>                    |
| Total                          | 116,755                         |

- b. The Contractor shall have satisfied the requirement herein if not less than 90% nor more than 100% of the total direct labor hours specified herein are furnished.
- c. In the event fewer hours than the minimum specified number of direct labor hours in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement) Federal Acquisition Regulation 52.249-6 incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours by which the number of direct labor hours furnished is less than the number of direct labor hours specified in the ARTICLE. The resulting adjustment shall be evidenced by a

contract modification.

#### ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

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

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:**

**52.242-15, STOP WORK ORDER (AUGUST 1989) WITH ALTERNATE I (APRIL 1984)**

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

#### ARTICLE G.1. PROJECT OFFICER

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

[To be specified prior to award]

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

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

The Government may unilaterally change its Project Officer designation.

## ARTICLE G.2. KEY PERSONNEL

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

[To be specified prior to award]

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

## ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

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

- a. An original and two copies to the following designated billing office:  
  
Contracting Officer  
Contracts Management Branch  
National Institute of Arthritis and  
Musculoskeletal and Skin Diseases, NIH  
One Democracy Plaza  
6701 Democracy Blvd., Suite 800  
Bethesda, MD 20892-4872
- b. Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 594-2543.
- c. The Contractor agrees to provide with each invoice/financing request a detailed breakdown of the direct labor /personnel costs shall include: (1) a list of the individuals by name; (2) their title position under the contract; (3) the number of hours/percent of effort worked during the current period and the cumulative over the life of the contract; and (4) amount claimed for each individual for the current period as well as the cumulative since the inception of the contract.
- d. The expenditure categories to be reported on the invoice are:

1. Direct Labor (List individuals by name, title/position, level of effort and amount claimed)
  2. Staff Travel (Indicate names of travelers, purpose of trip, and costs being billed, i.e., airfare, per diem, ground transportation, etc.)
  3. Other Direct Costs (If reporting costs over \$1,000, a separate breakdown of costs included in this category must be provided).
  4. Printing
  5. Exhibit Support (Shipping and costs paid for rental of display area)
  6. News Clipping Service
  7. Warehouse Expense (Monthly leasing expense)
  8. Overhead (include the base, rate and amount)
  9. Total Costs
  10. Fixed Fee (Level of Effort)
  11. Total Cost Plus Award Fee (if applicable)
- e. The Contractor shall include the following certification on every invoice including costs incurred with Fiscal Year funds subject to the salary rate limitation provisions as specified in ARTICLE H.5. of this contract. For billing purposes, certified invoices are required for the billing period which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

"I hereby certify that the salaries charged in this invoice are in compliance with Public Laws as stated in ARTICLE H.3. of the above referenced contract."

#### ARTICLE G.4. INDIRECT COST RATES

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

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

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

## ARTICLE G.5. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990), which can be found at <http://knownet.hhs.gov/log/contractorsguide.htm>.

## ARTICLE G.6. POST AWARD EVALUATION OF PAST PERFORMANCE

### a. Contractor Performance Evaluations

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

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

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

### b. Electronic Access to Contractor Performance Evaluations

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

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

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

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

### **ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)**

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

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

### **ARTICLE H.2. NEEDLE EXCHANGE**

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

| <b>b</b> | <b>Public Law No. and Section No</b> | <b>Fiscal Year</b> | <b>Period Covered</b>   |
|----------|--------------------------------------|--------------------|-------------------------|
|          | 107-116 (Section 505)                | FY-02              | 10/01/2001 – 09/30/2002 |

### **ARTICLE H.3. PUBLICATION AND PUBLICITY**

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

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

#### ARTICLE H.4. PRESS RELEASES

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

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

P.L.107-116, Section 507      FY 2002      10/01/2001 – 09/30/2002

#### ARTICLE H.5. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

#### ARTICLE H.6. ANTI -LOBBYING

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

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

P.L. 107-116, Section 503 (a)      FY 2002      10/01/2001 – 09/30/2002  
P.L. 107-116, Section 503 (b)      FY 2002      10/01/2001 – 09/30/2002

## ARTICLE H.7. YEAR 2000 COMPLIANCE

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

- a. Service Involving the Use of Information Technology

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

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

## ARTICLE H.8. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

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

## ARTICLE H.9. CONFIDENTIALITY OF INFORMATION

The following information is covered by HHSAR Clause 352.224-70, Confidentiality of Information (APRIL 1984):

Pursuant to the provisions of paragraph (c) of the CONFIDENTIALITY OF INFORMATION clause incorporated in this contract (see SECTION I) the following information pertaining to patient/ subjects is considered confidential information: Identity which shall include name, address, phone number and any other personal identifiers. In addition, any patients/subjects participation in any NIH sponsored study or protocol, demographic or socioeconomic information, and all information concerning their diagnosis, condition, disease or treatment.

## ARTICLE H.10. AWARD FEE

- a. Evaluation Guidelines: The purpose of this document is to establish a procedure for evaluating performance of support services to the NIAMS. The evaluation will be conducted on a quarterly basis, and the Award Fee will be based on the quality of services provided, inclusive of deliverables using a numerical scale from 0-100. If the ratings for services fall below "Satisfactory" no Award Fee will be authorized for that rating period.

The key factor in the performance evaluation will be quality of service as defined in the Statement of Work and the attached Performance Requirements Summary and the Quality Assurance Surveillance Plan. Factors may be modified or additional factors may be included, if necessary. Any critique should be constructive in all points, and should be directed toward improvement of operations in conformance with Government objectives.

- b. Award Fee Available: The Government’s decision to pay or not pay Award Fee in no way alters the Contractor’s responsibilities to perform any functions or produce any deliverables required by this contact. The Government’s decision to pay or not to pay Award Fee in no way alters the Government’s obligation to pay the Contractor for satisfactory deliverables in accordance with this contract. Annual amount available for Award Fee is as follows:

**MAXIMUM AVAILABLE FOR AWARD FEE**

| <b><u>Contract Year</u></b> | <b>Quarterly Evaluation 1</b> | <b>Quarterly Evaluation 2</b> | <b>Quarterly Evaluation 3</b> | <b>Quarterly Evaluation 4</b> | <b>TOTAL</b> |
|-----------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------|
| Year 1                      |                               |                               |                               |                               |              |
| Year 2                      |                               |                               |                               |                               |              |
| Year 3                      |                               |                               |                               |                               |              |
| Year 4                      |                               |                               |                               |                               |              |
| Year 5                      |                               |                               |                               |                               |              |
| <b><u>TOTAL</u></b>         |                               |                               |                               |                               |              |

- c. Responsibilities of the Award Fee Evaluation Group and Evaluation Procedures
  - 1. The award of fee will be made quarterly, and will be based upon objective evaluation of the Contractor’s performance by an Award Fee Evaluation Group (Group) to be established after award of the contract. The group will evaluate the Contractor’s performance by assessing the Contractor’s completion of requirements. The group’s evaluation will be made by rating the Contractor’s technical performance using all sources available, including any Contractor input provided. It is anticipated that the Award Fee Evaluation Group will consist of NIAMS Project Officer, program staff, and contract staff.
  - 2. Each member of the Group will evaluate the quality of the services and deliverables using a numerical rating scale from 0-100. The scale is defined as follows::

| <b>ADJECTIVE OF RATING</b> | <b>DEFINITION OF RATING</b>   | <b>NUMERIC RATING</b> | <b>AWARD FEE AMOUNT</b>   |
|----------------------------|---|-----------------------|---|
| Exceptional                | Contractor’s performance exceeds standards by a substantial margin, and the monitor can cite few, if any, areas for improvement – all of which are minor.   | 98.0 - 100            | Award amount based on points earned. Superior Performance earns 100% of Available Award Fee |
| Very Good                  | The Contractor’s performance exceeds standard, and although there may be several areas for improvement, these are more than offset by better performance in | 95.0 – 97.9           | Award amount based on points earned. Excellent Performance earns 85% of Available Award Fee |

|                               |   |             |  |
|-------------------------------|---|-------------|--|
|                               | other areas.  |             |  |
| Satisfactory                  | The Contractor's performance is standard and areas for improvement are approximately offset by better performance in other areas.   | 90.0 – 94.9 | Award amount based on points earned. Good Performance earns 50% of Available Award Fee |
| Satisfactory/<br>Unacceptable | The Contractor's performance is less than standard by a substantial margin, and the monitor can cite many areas for improvement, which are not offset by better performance in other areas. | 89.9 – 0.0  | Satisfactory/<br>Unacceptable<br>Performance earns no (\$0) Award Fee.                 |

Using the criteria and rating ranges established in the Quality Assurance Surveillance Plan (QASP), each member of the group will rate the Contractor's performance, and provide an individual numerical rating.

The evaluated numerical score will not exceed 100. These ratings will be averaged, and combined for an overall rating. The Contractor will receive that percentage of the Award Fee available. An overall rating of "Satisfactory" and above will be eligible to receive a portion of the available award fee. A rating of less than "Satisfactory" will result in no Award Fee opportunity for the Contractor for the rating period. The Award Fee determinations are not subject to the Disputes clause.

3. The Award Fee Evaluation Group will report to the Contracting Officer the amount of the award fee recommended for payment to the Contract for the quarterly evaluation period. The Contracting Officer will issue a Contracting Officer Authorization Letter to the Contractor indicating the Award Fee determined for the quarter and the basis for the amount awarded. Upon receipt of the Authorization Letter, the Contractor may add this amount as a separate line item to its next invoice. Each quarterly Award Fee pool is a fixed amount and any unearned fee for that quarter will not be available for subsequent award periods.
4. The Contractor may express disagreement with the Award Fee determinations through a letter to the Contracting Officer. The Contractor's comments will be taken into consideration in the subsequent evaluation; however, the previous fee evaluation determination will not be changed or amended and the decision of the Contracting Officer will be final.

d. Anticipated Results

1. The overall guiding purpose of the performance-based contract is to provide a strong incentive for the Contractor to achieve superior performance. It allows the Contractor flexibility in performing the work and promotes maximum cooperation between the Contractor and the Government.
2. It is anticipated that the criteria utilized in the evaluation of technical achievement for determination of the Award Fee will encourage the Contractor's enthusiastic cooperation and participation in improving support services.
3. It is anticipated that the Award Fee Evaluation Group will establish and maintain a working relationship between the Government and the Contractor that will produce a

good business environment and will stimulate free exchange of relevant information. The Award Fee Evaluation Group operation will provide for the clear establishment of priorities and relative importance of various work elements of the program. This will assist the Contractor in its efforts to meet the requirements of the contract and will provide the necessary guidance to ensure the maximum return to the Government for its investment.

As indicated above, the Authorization Letter will include a corresponding narrative which supports the rating. In developing remarks, the primary frame of reference will be typical performance trends throughout all or a significant portion of the project evaluation period. However, specific examples of performance may be used for clarification and emphasis. Remarks will explain reasons for an increase or decreases of the technical achievement ratings as well as a justification for the rating provided.

#### ARTICLE H.11. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

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

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

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

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

| <u>FAR<br/>CLAUSE<br/>NO.</u> | <u>DATE</u> | <u>TITLE</u>  |
|-------------------------------|-------------|---|
| 52.202-1                      | Dec 2001    | Definitions   |
| 52.203-3                      | Apr 1984    | Gratuities (Over \$100,000)   |
| 52.203-5                      | Apr 1984    | Covenant Against Contingent Fees (Over \$100,000)   |
| 52.203-6                      | Jul 1995    | Restrictions on Subcontractor Sales to the Government (Over \$100,000)  |
| 52.203-7                      | Jul 1995    | Anti-Kickback Procedures(Over \$100,000)  |
| 52.203-8                      | Jan 1997    | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)   |
| 52.203-10                     | Jan 1997    | Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)   |
| 52.203-12                     | Jun 1997    | Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)   |
| 52.204-4                      | Aug 2000    | Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)   |
| 52.209-6                      | Jul 1995    | Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) |
| 52.215-2                      | Jun 1999    | Audit and Records - Negotiation (Over \$100,000)  |
| 52.215-8                      | Oct 1997    | Order of Precedence - Uniform Contract Format   |
| 52.215-10                     | Oct 1997    | Price Reduction for Defective Cost or Pricing Data  |

|           |          |  |
|-----------|----------|--|
| 52.215-12 | Oct 1997 | Subcontractor Cost or Pricing Data (Over \$500,000)  |
| 52.215-14 | Oct 1997 | Integrity of Unit Prices (Over \$100,000)  |
| 52.215-15 | Dec 1998 | Pension Adjustments and Asset Reversions   |
| 52.215-18 | Oct 1997 | Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions  |
| 52.215-19 | Oct 1997 | Notification of Ownership Changes  |
| 52.215-21 | Oct 1997 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications   |
| 52.216-7  | Feb 2002 | Allowable Cost and Payment   |
| 52.216-8  | Mar 1997 | Fixed Fee  |
| 52.219-8  | Oct 2000 | Utilization of Small Business Concerns (Over \$100,000)  |
| 52.219-9  | Jan 2002 | Small Business Subcontracting Plan (Over \$500,000)  |
| 52.219-16 | Jan 1999 | Liquidated Damages - Subcontracting Plan (Over \$500,000)  |
| 52.222-2  | Jul 1990 | Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.) |
| 52.222-3  | Aug 1996 | Convict Labor  |
| 52.222-26 | Apr 2002 | Equal Opportunity  |
| 52.222-35 | Dec 2001 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  |
| 52.222-36 | Jun 1998 | Affirmative Action for Workers with Disabilities   |
| 52.222-37 | Dec 2001 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  |
| 52.223-6  | May 2001 | Drug-Free Workplace  |
| 52.223-14 | Oct 2000 | Toxic Chemical Release Reporting   |
| 52.225-1  | Feb 2002 | Buy American Act - Balance of Payments Program - Supplies  |
| 52.225-13 | Jul 2000 | Restrictions on Certain Foreign Purchases  |
| 52.227-1  | Jul 1995 | Authorization and Consent  |
| 52.227-2  | Aug 1996 | Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)   |
| 52.227-3  | Apr 1984 | Patent Indemnity   |
| 52.227-14 | Jun 1987 | Rights in Data - General   |

|           |          |  |
|-----------|----------|--|
| 52.232-9  | Apr 1984 | Limitation on Withholding of Payments  |
| 52.232-17 | Jun 1996 | Interest (Over \$100,000)  |
| 52.232-20 | Apr 1984 | Limitation of Cost   |
| 52.232-23 | Jan 1986 | Assignment of Claims   |
| 52.232-25 | Feb 2002 | Prompt Payment, Alternate I (Feb 2002)   |
| 52.232-34 | May 1999 | Payment by Electronic Funds Transfer--Other Than Central Contractor Registration   |
| 52.233-1  | Dec 1998 | Disputes   |
| 52.233-3  | Aug 1996 | Protest After Award, Alternate I (Jun 1985)  |
| 52.242-1  | Apr 1984 | Notice of Intent to Disallow Costs   |
| 52.242-3  | May 2001 | Penalties for Unallowable Costs (Over \$500,000)   |
| 52.242-4  | Jan 1997 | Certification of Final Indirect Costs  |
| 52.242-13 | Jul 1995 | Bankruptcy (Over \$100,000)  |
| 52.243-2  | Aug 1987 | Changes - Cost Reimbursement, Alternate I (Apr 1984)   |
| 52.244-2  | Aug 1998 | Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings. |
| 52.244-5  | Dec 1996 | Competition in Subcontracting (Over \$100,000)   |
| 52.245-5  | Jan 1986 | Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)  |
| 52.246-25 | Feb 1997 | Limitation of Liability - Services (Over \$100,000)  |
| 52.249-6  | Sep 1996 | Termination (Cost-Reimbursement)   |
| 52.249-14 | Apr 1984 | Excusable Delays   |
| 52.253-1  | Jan 1991 | Computer Generated Forms   |

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

HHSAR  
CLAUSE

| <u>NO.</u> | <u>DATE</u> | <u>TITLE</u>  |
|------------|-------------|---|
| 352.202-1  | Jan 2001    | Definitions - with Alternate paragraph (h) (Jan 2001) |
| 352.216-72 | Oct 1990    | Additional Cost Principles                            |

|            |          |  |
|------------|----------|--|
| 352.228-7  | Dec 1991 | Insurance - Liability to Third Persons |
| 352.232-9  | Apr 1984 | Withholding of Contract Payments       |
| 352.233-70 | Apr 1984 | Litigation and Claims                  |
| 352.242-71 | Apr 1984 | Final Decisions on Audit Findings      |
| 352.270-5  | Apr 1984 | Key Personnel                          |
| 352.270-6  | Jul 1991 | Publications and Publicity             |
| 352.270-7  | Jan 2001 | Paperwork Reduction Act                |

[ End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - Rev. 4/2002].

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

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2002), and FAR Clause 52.219-16, LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JANUARY 1999) are deleted in their entirety.

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor. **Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.**

## 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

FAR 52.215-17, Waiver of Facilities Capital Cost of Money (OCTOBER 1997).  
FAR 52.219-6, Notice of Total Small Business Set-Aside (JULY 1996).  
FAR 52.227-14, Rights in Data - General (JUNE 1987).  
FAR 52.237-3, Continuity of Services (JANUARY 1991).  
FAR 52.237-7, Indemnification and Medical Liability Insurance (JANUARY 1997).  
FAR 52.242-3, Penalties for Unallowable Costs (OCTOBER 1995).  
FAR 52.245-1, Property Records (APRIL 1984).  
FAR 52.246-23, Limitation of Liability (FEBRUARY 1997).  
FAR 52.247-67, Submission of commercial Transportation Bills to the General Services Administration for Audit (JUNE 1997).

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

HHSAR 352.224-70, Confidentiality of Information (APRIL 1984).  
HHSAR 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (JANUARY 2001).

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

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

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

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

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

This contract incorporates the following clauses in full text.

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

#### FAR CLAUSE 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DECEMBER 2001)

- (a) **Definitions.** As used in this clause--
  - Commercial item**, has the meaning contained in the clause at 52.202-1, Definitions.
  - Subcontract**, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S. Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (3) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

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

The following documents are attached and incorporated in this RFP:

1. Statement of Work, entitled “NATIONAL INSTITUTE OF ARTHRITIS AND MUSCULOSKELETAL AND SKIN DISEASES INFORMATION CLEARINGHOUSE AND RELATED SUPPORT SERVICES”, 39 pages
2. Government Notice for Handling Proposals, 1 page.
3. Proposal Intent Response Sheet, 1 page.

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

4. Summary of Labor & Direct Costs (TECHNICAL PROPOSAL), 1 page.

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

5. NIH-2043, Proposal Summary and Data Record, 2 pages.
6. Summary of Annual Costs (BUSINESS PROPOSAL), 1 page.
7. Summary of Related Activities, 1 page.
8. SF-LLL, Disclosure of Lobbying Activities, 4 pages.

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

9. NIH (RC)-7, Procurement of Certain Equipment, (OMB Bulletin 81-16), 1 page.
10. NIH (RC)-1, Invoice Instructions for NIH Cost-Reimbursement Type Contracts, 5 pages.
11. Monthly Summary Sheet of Sales, May, 1991, 1 page.
12. Affidavit of Confidentiality, 1 page
13. Quality Assurance Surveillance Plan, 16 pages

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

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

#### 1. Representations and Certifications - Negotiated Contracts

Representations and certifications must be accessed electronically from the INTERNET at the following URL:

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

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

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

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

##### a. PACKAGING AND DELIVERY OF PROPOSALS

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

Proposals for furnishing the supplies and/or services in the SCHEDULE will be accepted at the location specified in (3) below, and in the number of copies specified in (1) below, until 4:30 p.m. (local time), **July 15, 2002**. Delivery and marking of proposals shall be as indicated below:

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

Technical Proposal: Original plus 10 copies

Business Proposal: Original plus 4 copies

2. External Package Marking

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

RFP No. NIH-NIAMS-03-01

3. Address

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

National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
One Democracy Plaza  
6701 Democracy Blvd., Suite 800  
Bethesda, Maryland 20892-4872

If or sent by an overnight delivery service (e.g., Federal Express, Airborne, DHL, etc.) or if the proposal is hand-delivered, your proposal must be delivered/sent to the following address:

National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
One Democracy Plaza  
6701 Democracy Blvd., Suite 800  
Bethesda, Maryland 20817

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

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

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

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

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

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

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

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

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

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

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

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office

designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

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

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

- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the Offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the Offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

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

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

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

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

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

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

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

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

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful party within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other Offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful Offerors;
  - (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(End of Provision)

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

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

(End of Provision)

c. "JUST IN TIME"

This RFP contains special procedures for the submission of business management proposals. These special procedures are designed to reduce the administrative burden on Offerorss without compromising the information needed during the initial evaluation of proposals. Certain documents will no longer be required to be submitted with initial proposals, but will be requested at a later stage in the competitive process. Specifically, the travel policy, the annual financial statement, the total compensation plan, the subcontracting plan, and certain types of cost/pricing information will only be required to be submitted from those Offerorss included in the competitive range, or the apparent successful Offeror. The special procedures for submission of this documentation are set forth in detail below:

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

**Annual Report.** The Offeror's most recent annual report shall not be submitted with the initial business proposal. All Offerorss included in the competitive range will be required submit a copy of their most recent annual report as a part of their final proposal revision.

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

d. NOTICE OF SMALL BUSINESS SET-ASIDE

- (1) **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
- (2) **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

e. NAICS CODE AND SIZE STANDARD

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

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.
- (2) The small business size standard is \$6 million.

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

It is anticipated that one award will be made from this solicitation and that the award will be made on/about December 16, 2002.

It is anticipated that the award from this solicitation will be a multiple-year, Cost Reimbursement, Level of Effort contract with a period of performance of five years, and that incremental funding will be used.

g. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held with prospective Offerors. The RFP will be amended to provide the date, time and location. The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions which you have regarding this solicitation.

h. LEVEL OF EFFORT

The Government's requirement for the work set forth in the Statement of Work of this solicitation is 116,755 direct labor hours. It is estimated that the labor hours are constituted as specified below and will be expended approximately as follows:

| <u>Labor Category</u>          | <u>Total Direct Labor Hours</u> |
|--------------------------------|---------------------------------|
| Project Director               | 10,400                          |
| Project Manager                | 1,144                           |
| Information Specialist         | 43,584                          |
| Graphics/Web Designer          | 13,348                          |
| Editor                         | 2,215                           |
| System Administrator           | 5,095                           |
| Database Programmer/Specialist | 5,380                           |
| Librarian/Abstractor           | 9,255                           |
| Patient Liaison Escorts        | 7,739                           |
| Warehouse Personnel            | 11,245                          |
| Support Staff                  | <u>7,350</u>                    |
| Total                          | 116,755                         |

i. COMMITMENT OF PUBLIC FUNDS

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

j. COMMUNICATIONS PRIOR TO CONTRACT AWARD

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

k. RELEASE OF INFORMATION

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

l. COMPARATIVE IMPORTANCE OF PROPOSALS

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

m. REFERENCE MATERIALS

Reference materials pertinent to this acquisition are accessible through links established to the NIAMS website, in the Statement of Work. Failure of Offerors to examine the reference materials prior to proposal preparation and submission will be at the Offeror's risk.

n. PREPARATION COSTS

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

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

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

Contracting Officer  
National Institute of Arthritis and Musculoskeletal and Skin Diseases, NIH  
Contracts Management Branch  
One Democracy Plaza  
6701 Democracy Blvd., Suite 800  
Bethesda, Maryland 20892-4872

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

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

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in, PACKAGING AND DELIVERY OF PROPOSALS, Section L1.a. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

##### I. **COVER PAGE**

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

##### II. **TECHNICAL PROPOSAL**

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

##### III. **BUSINESS PROPOSAL**

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

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

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

(4) Separation of Technical and Business Proposals

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

(5) Alternate Proposals

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

(6) Evaluation of Proposals

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

(7) Potential Award Without Discussions

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

(8) Use of the Metric System of Measurement

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

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

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

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

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

(9) Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it

asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

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

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

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

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

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

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

## (10) Selection of Offerors

- a) The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria 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 NIAMS policy to conduct discussions with all Offerors in the competitive range, NIAMS 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. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NIAMS reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIAMS requirements. Synopses of awards exceeding \$25,000 will be published in the Federal Business Opportunities (FedBizOpps).

#### (11) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

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

#### (12) HUBZone Small Business Concerns

Small Business Offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Caluse 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>.

### (13) Past Performance Information

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

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

Include the following information for each contract or subcontract:

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

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

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

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

### (14) Electronic and Information Technology Accessibility

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

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

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

(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

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, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the Offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b) **Personnel**

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

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

(1) 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) Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M, hereof).

(3) Additional Technical Proposal Information

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The Offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the Offeror's proposal only.

(4) Other Considerations

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

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the Offeror's proposed schedules.

## **c. BUSINESS PROPOSAL INSTRUCTIONS**

### (1) Basic Cost/ Price Information

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

### (2) Proposal Cover Sheet

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

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

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

### (3) Information Other than Cost or Pricing

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

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

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

#### 1. **Direct Labor**

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

2. **Materials**

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

3. **Subcontracted Items**

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

4. **Raw Materials**

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

5. **Purchased Parts**

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

6. **Fringe Benefits**

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

7. **Indirect Costs**

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

8. **Special Equipment**

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

9. **Travel**

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

10. **Other Costs**

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

To assist in the preparation of future cost estimates, the Projected Consumer Price Index may be accessed at: <http://rcb.nci.nih.gov/forms/cpi.htm>

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

- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
    - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
    - (ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include\_\_
      - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
      - (B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
      - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
  - (2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15\_2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.  
(End of provision)

(5) 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.

(6) **Other Administrative Data**

a) **Property**

(1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the Offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification, which includes:

- (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
- (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

- (2) The Offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractors Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

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

The Offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232\_34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration.

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

c) **Financial Capacity**

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

d) **Incremental Funding**

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

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

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.
- e) **Facilities Capital Cost of Money**, FAR 52.215-16, (October 1997)
  - (a) Facilities capital cost of money [(see FAR 15.408(h)] will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
  - (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.  
(End of Provision)

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

- The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

## (7) Subcontractors

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

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

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

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

## (8) Proposer's Annual Financial Report

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

All Offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

## (9) Representations and Certifications

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

C

Certifications shall be submitted from any proposed subcontractor.

## (10) Travel Costs/Travel Policy

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

### a) Travel Costs- Commercial

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

### b) Travel Policy

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

## **SECTION M – EVALUATION FACTOR FOR AWARD**

### **TECHNICAL EVALUATION PLAN**

#### 1. GENERAL

Selection of an Offeror for contract award will be based on an evaluation of proposals against 3 factors. The factors in order of relative importance are: technical, cost, and past performance. Although technical factors are of paramount consideration in the award of the contract, both 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 or price. Offerors are advised that award will be made 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 RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Offerors are advised to pay particular attention to the information requested in the NOTES TO OFFERORS included in the Statement of Work.

2. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. The Offeror shall include all information that documents and/or supports the qualification criteria in one clearly marked section of its 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.

Mandatory Factor

The Contractor must be within 1-hour roundtrip commuting distance of the NIH in Bethesda, Maryland.

3. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation panel when reviewing the technical proposals. The criteria are listed in order of their relative importance with a maximum total score of 100 points.

FACTOR

WEIGHT

a. **Personnel**

**40%**

The Offeror must list the credentials and experience for all personnel proposed for the project including support and clerical staff. Work samples, such as writing samples, are encouraged. If an individual is not currently employed by the Offeror, a letter of commitment to join the project must accompany the proposal.

1) Management (15%)

Project Manager Proposed Project Manager should have demonstrated experience in managing and operating multifaceted health- or biomedical research-oriented clearinghouses or communications support contracts. His/her background should include successful experience in (1) public inquiry response; (2) development and writing of consumer health information; (3) database development; (4) use of technology to disseminate health information (particularly the World Wide Web); (5) health communications program planning, development and, research; (6) collaboration with voluntary and professional health organizations; and (7) efficient and cost-effective staff and task management. The Project Manager must dedicate 100 percent of his or her time to this contract.

2) Technical and Support Staff (25%)

Information Specialists Proposed personnel must also include information specialists who should have (1) training and experience in responding to oral and written inquiries from patients and their families, the public, and health professionals; (2) demonstrated ability to translate technical, medical information for laypersons in writing and orally; and (3) familiarity with health and medical topics. Offerors also shall have available an individual with health communication expertise who can understand and communicate orally and in writing in Spanish.

Writers Proposed personnel should include one or more individuals with demonstrated ability to write, edit, and create materials and other information in a variety of formats about health and biomedical research topics for lay and technical audiences. Offerors should include writing samples from these personnel.

Librarian/Technical Information/Database Specialist Proposed personnel also should have experience in library science, and in developing, maintaining, and using health information databases; preparing abstracts like those required for the Combined Health Information Database (CHID); and creating and maintaining a glossary of key words, as well as using the Internet to seek information.

Computer Specialist(s) Proposed personnel should have demonstrated experience and technical skills with database design, development, and maintenance, and HTML conversion of text and graphical documents.

Design/Graphics/Illustration Offerors must have access to personnel with demonstrated design, layout, and typography experience (including desktop, print, and Web publishing) and with a variety of styles. Offerors should provide samples of graphics, design, and illustrations from these personnel.

Public Liaison Escorts Personnel proposed should have demonstrated fluency, both orally and in writing, in the English and Spanish languages.

Overall personnel qualifications Offerors must propose personnel that demonstrate the variety of skills and experience required to successfully carry out all of the tasks of the Statement of Work, including experience and skills in:

- Project Management
- Inquiry Response
- Warehousing
- Inventory Management
- Data Management and Reporting
- Materials Development – English/Spanish Bilingual
- Database Development and Maintenance
- Communication Research
- Outreach and Promotion
- Event Support

- Graphic Arts Support
- Duplication and Printing
- Cost Recovery
- Transition Plan and Contract Closeout
- Reports

b. **Technical Approach** **45%**

1) **Plan** (35%)

Offerors must provide a detailed and thorough plan that (1) covers each service area delineated in the Statement of Work, (2) demonstrates an understanding of and an ability to accomplish each, (3) addresses each Note to Offerors, (4) presents a full and documented explanation of the techniques and procedures that the Offeror proposes to follow, and (5) includes a transition plan and first-year operational plan with clear steps and timeframes.

2) **Staffing** (5%)

Staffing, both in terms of hours service area and personnel assigned, should be appropriate to accomplish each task described in the plan above. Offerors must include (1) a person-loading chart showing which of the proposed staff (by both name and title) are assigned to each area and for how many hours per year; (2) a list of backups for each individual proposed, and (3) a list or table that shows proposed staff (names and titles), total hours proposed for this person for this contract, and total hours the person is available.

3) **Evaluation and Quality Control Mechanisms** (5%)

Offerors should (1) describe mechanisms to ensure the achievement of contract objectives in a timely, accurate, and cost-effective fashion; (2) describe how they plan to accomplish the various evaluation and quality control measures required in the RFP and any other quality control measures they propose; (3) include a chart for each contract year showing phases, projects, and appropriate milestone; and (4) for each area, describe potential problems and ways to prevent or solve them.

c. **Organizational Capability** **15%**

1) **Corporate experience/organizational relationships** (10%)

Demonstrated evidence of corporate experience relevant to the proposed project, such as health and medical information dissemination and response; health communications program planning and evaluation; publications writing, editing, and development; database maintenance and development; liaison/collaboration with voluntary and professional health organizations; computer and information system support; and conference support must be provided in the proposal.

Offerors must submit a corporate management plan that clearly defines the lines of authority and responsibility within the organization itself and between the organization and the proposed project. Offerors must also include an organizational chart that reflects the above management plan, and shows how the staff will be structured. In addition, Offerors should clearly delineate organizational relationships, levels of authority, and efficiency of management control, including relationships with subcontractors, if any. Subcontracting agreements should be provided.

- 2) Adequacy of equipment and facilities (5%)

Offerors must list, describe, and demonstrate a commitment to providing facilities and equipment sufficient to accomplish all requirements of the project.

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TOTAL 100%

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#### 4. PAST PERFORMANCE FACTOR

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

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

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

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

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

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

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

STATEMENT OF WORK  
NATIONAL INSTITUTE OF ARTHRITIS AND MUSCULOSKELETAL AND  
SKIN DISEASES INFORMATION CLEARINGHOUSE AND RELATED  
SUPPORT SERVICES

## GOVERNMENT NOTICE FOR HANDLING OF PROPOSALS

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

(f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:

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

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

PROPOSAL INTENT RESPONSE SHEET

RFP No. NIH-NIAMS 03-01

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST PRACTICABLE DATE. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

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DO INTEND TO SUBMIT A PROPOSAL

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

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

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RETURN TO:

National Institutes of Health  
National Institute of Arthritis and Musculoskeletal and Skin Diseases  
Contracts Management Branch, CMB  
Natcher Building, RM 5AS13  
45 Center Drive, MSC 6500  
Bethesda, Maryland 20892-9531

(SUBMIT WITH TECHNICAL PROPOSAL)

**SUMMARY OF LABOR AND DIRECT COSTS**

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

**Specific Instructions:**

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

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

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

**(SUBMIT WITH BUSINESS PROPOSAL)**

**SUMMARY OF ANNUAL COSTS**

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

The link to access specific instructions for completing this form and the EXCEL format can be is:  
<http://ocm.od.nih.gov/contracts/spsh/spshecl.xls>

This form must be included with the BUSINESS PROPOSAL.

**SUMMARY OF RELATED ACTIVITIES**

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

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

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

Identifying Number Agency Total Effort Committed

- 1.
- 2.
- 3.
- 4.

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

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

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

Identifying Number Agency Total Effort Committed

- 1.
- 2.
- 3.
- 4.

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

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

Name Title/Position Total Proposed Effort

- 1.
- 2.
- 3.
- 4.



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

Approved by OMB  
0348-0046

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

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

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

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

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

## **PROCUREMENT OF CERTAIN EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a)**Interim Invoice/Contract Financing Request:** These are interim payment requests submitted during the contract performance period.

(b)**Completion Invoice:** The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.

(c)**Final Invoice:** A final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., resolution of all suspensions and audit exceptions).

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

(a)**Designated Billing Office Name and Address:** Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

(b)**Invoice/Financing Request Number:** Insert the appropriate serial number of the invoice/financing request.

(c)**Date Invoice/Financing Request Prepared:** Insert the date the invoice/financing request is prepared.

(d)**Contract Number and Date:** Insert the contract number and the effective date of the contract.

(e)**Payee's Name and Address:** Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.

(f) **Total Estimated Cost of Contract:** Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.

(g)**Total Fixed-Fee:** Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.

(h) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(i)**Incurred Cost – Current:** Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.

(j)**Incurred Cost – Cumulative:** Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

(k)**Direct Costs:** Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.

(l)**Direct Labor:** Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.

(2)**Fringe Benefits:** List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.

(3)**Accountable Personal Property:** Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

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

-The item number for the specific piece of equipment listed in the Property Schedule.

-The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.

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

(4)**Materials and Supplies:** Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.

(5)**Premium Pay "** List remuneration in excess of the basic hourly rate.

(6)**Consultant Fee:** List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.

(7)**Travel:** Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.

(8)**Subcontract Costs:** List subcontractor(s) by name and amount billed.

(9)**Other:** List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.

(l)**Cost of Money (COM):** Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.

(m)**Indirect Costs—Overhead:** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.

(n)**Fixed-Fee Earned:** Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.

(o)**Total Amounts Claimed:** Insert the total amounts claimed for the current and cumulative periods.

(p)**Adjustments:** Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.

(q)**Grand Totals**

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

**SAMPLE INVOICE /FINANCING REQUEST**

|  |  |
|--|--|
| (a) Billing Office Name and Address:<br>NATIONAL INSTITUTES OF HEALTH<br>National Institute of Arthritis and Musculoskeletal<br>And Skin Diseases<br>One Democracy Plaza<br>6701 Democracy Blvd., Suite 800<br>Bethesda, Maryland 20892-4872<br><br>(e) Payee's Name and Address<br>ABC CORPORATION<br>100 Main Street<br>Anywhere, U.S.A. zip code<br>Attn: Name, Title & Phone Number of Official to<br>Whom Payment is Sent | (a) Invoice/Financing Request<br>Number:<br><br>(b) Date Invoice Prepared:<br><br>(c) Contract Number and Effective<br>Date:<br><br>(d) Total Estimated Cost of Contract:<br><br>(e) Total Fixed Fee:<br><br>( |
|--|--|

**(h) This invoice/financing request represents reimbursable costs from August 1, 2000 through August 31, 2000**

|  | (i) Amount Billed<br>for Current Period | (j) Cumulative Amount<br>From Inception |
|--|---|---|
| (k) Direct Costs   |   |   |
| (1) Direct Labor   | \$ 3,400                                | \$ 6,800                                |
| (2) Fringe Benefits  | 600                                     | 1,200                                   |
| (3) Accountable Personal Property<br>(Attach Form HHS-565) |   |   |
| Permanent Research   | 3,000                                   | 6,000                                   |
| General Purpose  | 2,000                                   | 2,000                                   |
| (4) Materials and Supplies                                 | 2,000                                   | 4,000                                   |
| (5) Premium Pay  | 100                                     | 150                                     |
| (6) Consultant Fee-Dr. Jones 1 day @ 100 (COA #3)          | 100                                     | 100                                     |
| (7) Travel (Domestic)                                      | 200                                     | 200                                     |
| (Foreign)  | 200                                     | 200                                     |
| (8) Subcontract Costs                                      | -0-                                     | -0-                                     |
| (9) Other  | -0-                                     | -0-                                     |
| Total Direct Costs   | \$11,600                                | \$20,650                                |
| (l) Cost of Money (Factor) of (Appropriate Base)           | 2,400                                   | 3,600                                   |
| (m) Indirect Costs -- Overhead                             |   |   |
| % of Direct Labor or Other Base (Formula)                  | 4,000                                   | 6,000                                   |
| (n) Fixed-Fee Earned (Formula)                             | 700                                     | 1,400                                   |
| (o) Total Amount Claimed                                   | \$18,700                                | \$31,650                                |
| (p) Adjustments  |   |   |
| Outstanding Suspensions                                    |   | (1,700)                                 |
| (q) Grand Totals   | \$18,700                                | \$29,950                                |

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

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



**AFFIDAVIT OF  
CONFIDENTIALITY**

As an employee of \_\_\_\_\_(Contractor Name)  
employed in the position of Patient Liaison , I will be providing support for  
patients/subjects obtaining services from the National Institute of Health (NIH) at  
the Warren Grant Magnuson Clinical Center , I, \_\_\_\_\_  
(Employee Name) may participate in patient check-in and transportation,  
translation and other non-medical, patient related activities. I understand and  
agree that the following patient information/or data is confidential, and shall not  
be disclosed:

1. Patient's identity, which shall include name, address, phone number and any other personal identifiers;
2. Patients/subjects participation in any NIH sponsored study or protocol;
3. Demographic or socioeconomic information of patient, and
3. All information concerning their medical records, diagnosis, condition, disease or treatment.

**EMPLOYEE**

**DATE:**

\_\_\_\_\_  
(Name/Title Printed)

\_\_\_\_\_

**SUPERVISOR**

**DATE:**

\_\_\_\_\_  
(Name/Title Printed)

\_\_\_\_\_

# **PERFORMANCE-BASED QUALITY ASSURANCE SURVEILLANCE PLAN**

## **INTRODUCTION**

This Performance-Based Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of the Performance-Based Statement of Work in Contract No. NIH-NIAMS-03-01. This plan sets forth procedures and guidelines that the National Institute of Arthritis and Musculoskeletal and Skin Diseases (NIAMS) will use in evaluating the technical performance of the Contractor. A copy of this plan will be furnished to the Contractor so that the Contractor will be aware of the methods that the Government will employ in evaluating performance on this contract and address any concerns that the Contractor may have prior to initiating work.

## **PURPOSE OF THE QASP**

The QASP is intended to accomplish the following:

- Define the roles and responsibilities of participating Government officials.
- Define the types of work to be performed with required end results.
- Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the Contractor's performance.
- Describe the process of performance documentation.

## **ROLES AND RESPONSIBILITIES OF PARTICIPATING GOVERNMENT OFFICIALS**

Project Officer (PO) – In conjunction with and/or in addition to the responsibilities set forth in the Contract document, the PO will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. She will have the primary responsibility for completing "Quality Assurance Monitoring Forms" which she will use to document the inspection and evaluation of the Contractor's work performance. It is extremely important for the PO to establish and maintain a team-oriented line of communication with the Contractor's Project Manager (PM) and the PM's office staff in order to perform her monitoring functions. The PO, Contracting Officer (CO), and PM must work together as a team to ensure that required work is accomplished in an efficient and proper manner. Meetings should be held on a regular basis in order to resolve serious problems. Less serious problems should be discussed and resolved on an impromptu basis.

## **METHODOLOGIES TO BE USED TO MONITOR THE CONTRACTOR'S PERFORMANCE**

Even though the Government, through its PO, will be monitoring the Contractor's performance on a continuing basis, the volume of tasks performed by the Contractor makes technical inspections of every task and step impractical. Accordingly, the NIAMS will use a quality-assurance review process to monitor the Contractor's performance under this contract. The Contractor's performance will be evaluated by the PO in terms of a specific set of products and activities, according to four categories: "exceptional," "very good," "satisfactory" and "unacceptable." The criteria for each of

these performance levels are outlined in the Award Fee Plan. All products produced by or activities performed by the Contractor are expected to be at the level of “excellent” but shall meet the level of “satisfactory,” at a minimum.

In general, the work will be evaluated in terms of how well the requirements of the contract are satisfied, the extent to which the work performed follows the approach found in the Contractor’s technical proposal, clarity of documentation, and timeliness of scheduled task accomplishment. At the discretion of the PO or the Contracting Office, other Government officials approved by the Contracting Officer may be asked to evaluate a particular deliverable or set of deliverables.

## QUALITY-ASSURANCE REPORTING FORMS

The PO will use two quality-assurance (QA) monitoring forms (Exhibits B & C) to document and evaluate the Contractor’s performance under this contract. The two forms, when completed, will document the PO’s understanding of Contractor requirements, what was actually completed, and the impact or consequences of what was not completed.

The PO will evaluate each event in accordance with the definitions of Contractor performance provided in the Award Fee Plan:

The PO must substantiate all tasks that she judges to be indicative of “exceptional,” “very good,” or “unacceptable” performance. Performance at the “satisfactory” level is expected from the Contractor. Performance at all four levels will be evaluated. The PO will forward copies of all completed QA monitoring forms to the CO and Contractor by the close of business on the days the forms were prepared. The Contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form(s).

## ANALYSIS OF SURVEILLANCE RESULTS

The CO will review each QA monitoring form prepared by the PO. When appropriate, the CO may investigate the event further to determine if all the facts and circumstances surrounding the event were considered in the PO opinions outlined on the forms. The CO will immediately discuss every event receiving a substandard rating with the Contractor to assure that corrective action is promptly initiated.

At the end of every performance evaluation period, the PO will prepare a written report for the CO summarizing the overall results of her surveillance of the Contractor’s performance during the previous months. This report will become part of the formal QA documentation.

The products or activities that will be used to evaluate Contractor performance are listed below.

### A. Cost Control Management

Performance Objective No. 4.1: The Contractor shall develop, implement, and maintain an effective cost control and management process. This process shall include planning, identification, evaluation, execution, and assessment of methods to control costs incurred in the performance of this contract.

The overall goal of this objective is to ensure quality performance of all requirements of this contract within or below the initial cost estimates for these efforts.

Primary Method of Surveillance: PO review of Contractor’s Annual Performance and Operating Plan projections, Contractor’s cost estimates for tasks, and Contractor’s Monthly/Annual/Special reports.

Standard of Performance:

| <u>Performance Measure</u>   | <u>Performance Standard</u>   |
|--|---|
| a) Cost estimates are reasonable and accurate.   | a) Actual costs do not exceed 10% of initial cost estimates projected and provided by the Contractor. Excessively low actual costs (greater than 10% below estimates) will be closely reviewed to determine if estimates were reasonable and accurate.  |
| b) Cost drivers are identified and management plans and processes are developed to ensure high risk/value cost drivers are aggressively managed. | b) Contractor identifies cost drivers on an ongoing basis and provides proactive approaches to ensure adequate management control on an ongoing basis. Contractor discusses these cost drivers and proactive approaches with the Project Officer and provides additional recommendations for Government initiatives or actions that will assist in controlling costs. |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.1) without exception. 98% of all aspects of this Performance Objective meet or exceed PO’s expectations. Contractor is highly successful in identifying and managing high cost drivers. Contractor also is accurate in estimating costs and in ensuring that costs are managed within the estimates while providing exceptionally high quality performance in accomplishing all other Performance Objectives.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceed the PO’s expectations. Contractor’s estimates are high quality and Contractor manages costs such that overruns and underruns stay within 10% of estimates while ensuring a high quality of performance in accomplishing all other Performance Objectives.

**Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 90% of all requirements under this performance objective are completed at a level that meets or exceed the PO’s expectations.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective and/or the Contractor’s performance or lack of performance results in critical

program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this Performance Objective.

**B. Project Management, Planning, and Interface**

Performance Objective No. 4.2: The Contractor shall develop, implement, and maintain an effective project management and planning process. This process shall provide the Contractor sufficient information and data to apprise the Government on progress toward the General Objectives identified in Paragraphs 4.2.1 through 4.2.3 of the Statement of Work. The project management and planning process shall include, but is not limited to, coverage of technical operation and data content of the NIAMS Information Clearinghouse and related services including staffing, schedule establishment and adherence, and overall cost control.

Primary Method of Surveillance: PO review of Contractor’s Annual Performance and Operating Plan and compare with results reported via Contractor’s Monthly, Annual and Special Reports as well as informal feedback with other NIAMS staff interfacing with the Contractor.

Standard of Performance:

| <b><u>Performance Measure</u></b>   | <b><u>Performance Standard</u></b>   |
|---|--|
| a) Overall Project Management:<br>i. Contractor maintains proactive control over all assignments and notifies the PO and CO immediately with problems.<br>ii. The Annual Performance and Operating Plan is timely, detailed, and comprehensive. | a-i) PO and CO are not required to address operational problems (due to lack of communications or prior planning by the Contractor) more than once in a 3-month period.<br>a-ii) The Annual Performance and Operating Plan is developed in consultation with OCPL Staff, and minor revisions are expected. However, less than 10 % revision of the final draft is expected to involve substantive changes. |
| b) Adequacy of Messenger Service  | b) Project Officer receives no complaints about missed deliveries; no more than one late delivery per month; and no complaints about courtesy.   |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.2) without exception. Communications with the Government team are proactive, collegial, provide exceptional “heads-up” information on potential and/or pending problems, and ensure continuous situational awareness for the Government Project Officer. The Annual Performance and Operating Plan accurately, clearly, and adequately identifies key actions, plans, schedules, and cost control measures to accomplish all the remaining tasks within the contract for the year. Messenger services are timely, reliable, and proactively engaged with the Government customers

to ensure all deliveries and potential deliveries are accomplished per the contract requirements; Contractor staff goes out of their way to check for possible additional pickups and/or delivery requirements. 98% of all aspects of the project clearly meet or exceed Project Officer's and Clearinghouse customer expectations.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. Communications are regular and provide clear and thorough information on the status of on-going efforts under the contract. 95% of all aspects of the project are completed at a level that meet or exceed the PO's expectations.

**Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. Communications are adequate to ensure the execution of the requirements under this contract. 90% of all aspects of the project are completed at a level that meet or exceed the PO's expectations.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor's performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this contract.

### C. Information Operations

**Performance Objective No. 4.3:** The Contractor shall operate the Clearinghouse in a manner that provides a high level of customer satisfaction with quality, accuracy, thoroughness, helpfulness, and timeliness of information on topic areas within the NIAMS mission. Information Operations includes providing timely, usable, and appropriately tailored responses to customer inquiries; development of appropriate and targeted materials for both lay and medical-professional customers (to include low-literacy and language-translated materials); management of materials to ensure proper control, inventory levels, and timely and accurate distribution of materials; and management of relevant database(s) to ensure data repositories are maintained with appropriate currency, indexing, abstracting, and search capability.

**Primary Method of Surveillance:** PO reviews monthly reports; PO random reviews copies of responses provided to customers; PO and/or Subject Matter Experts review Contractor's draft materials being developed in response to tasks levied by the PO; and PO's unannounced, random visits to Contractor's facilities for storage and inventory management of NIAMS materials.

Standard of Performance:

| <b><u>Performance Measures</u></b>  | <b><u>Performance Standards</u></b>  |
|---|--|
| a) Congressional and press inquiries, and gifts/donations are referred to the Project Officer within the timelines outlined in the Statement of Work.   | a) 100% of Congressional and press inquiries, and gifts/donations are referred to the Project Officer within the timelines outlined in the Statement of Work.  |
| b) Information operations are run smoothly and effectively on a day-to-day basis.   | b) 98% of the time, the dedicated voice mail and e-mail systems are fully operational as described in the Statement of Work.   |
| c) Inquiry responses are timely.  | c) 95% of inquiry responses are provided to the customer within timelines provided in the Statement of Work.   |
| d) The Contractor provides high-quality management, research, writing, editing, designing, and/or production of NIAMS health information or scientific materials.   | d) Less than 5% of materials are returned to the Contractor for revision to correct: <ul style="list-style-type: none"> <li>• A significant amount of scientific/technical content because of inaccuracies or currency of information.</li> <li>• Overall inappropriate tone, language, or terminology.</li> </ul> |
| e) Printing requirements and specifications are followed. Any substitutions are discussed with the Project Officer before printing is executed. Color is properly reproduced and final product is free from distracting marks. Quality of printed products meets minimums specified in the Statement of Work. Printing specifications are checked and suggestions for improving quality or cost effectiveness are offered as appropriate. | e) Less than 5% of materials are rejected due to noncompliance with printing requirements and specifications.  |
| f) Blueline markups are thoroughly checked, marked, and offered to NIAMS for approval. Bluelines are returned to the printer promptly.  | f) Less than 5% of materials are returned to the Contractor with significant corrections.  |

| <u>Performance Measures</u>  | <u>Performance Standards</u>   |
|--|--|
| g) Printed materials are delivered to proper recipients in the quantity, quality and timeline specified.   | g) 95% of deliveries of printed materials are received in the quantity, quality and timeline specified.  |
| h) When requested, illustrations are original and unique to the NIAMS.   | h) 100% of such illustrations are original artwork.  |
| i) Materials are received, stored, inventoried, monitored, and distributed in a timely and cost effective manner.  | i) Materials are available in sufficient quantities for timely distribution to meet NIAMS requirements 90% of the time.  |
| j) Databases are developed and maintained to provide access to references and support a number of Clearinghouse functions. Accuracy and the appropriate classification of data ensures timely, accurate, and quality queries/searches. | j-i) 95% of materials reflect current and/or relevant data.<br><br>j-ii) 95% of queries/searches yield high-quality data, as evidenced by searches conducted by subject-matter experts and others. |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.3) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed Project Officer’s and Clearinghouse customer expectations. Contractor’s actions/efforts result in unsolicited positive and complementary feedback on Clearinghouse information access, formats, content, clarity, and/or responsiveness from internal and/or external customers during the evaluation period; no negative external comments/feedback are received on requirements under this Performance Objective.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Occasional unsolicited positive/complementary feedback is received on the information access, formats, content, clarity and/or responsiveness are received from customers. **All Congressional and press inquiries and gift/donations are referred to the PO in the timeframes specified in the Statement of Work.** No more than **1** critical/negative feedback/comments are received during the evaluation period.

**Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. **All Congressional and press inquiries and gift/donations are referred to the PO in the timeframes specified in the Statement of Work.** No more than **3** critical/negative feedback/comments are received during the evaluation period.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor’s performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this Performance Objective; **or fails to refer 100% of Congressional and press inquiries and gift/donations to the PO in the timeframe specified in the Statement of Work.**

## D. Outreach and Promotion of NIAMS Clearinghouse and Related Services

**Performance Objective No. 4.4:** The Contractor shall provide outreach and promotion services that substantially contribute to an increase in public and medical/professional awareness of the NIAMS Information Clearinghouse and related services.

**Primary Method of Surveillance:** PO review of Contractor’s Monthly and Annual Reports; PO participation at random NIAMS events supported by the Contractor; feedback from other attendees at these events.

**Standard of Performance:**

| <b><u>Performance Measures</u></b>  | <b><u>Performance Standards</u></b>   |
|---|---|
| a) Contractor develops a promotion plan that maximizes services and dissemination of materials, and avoids duplicating efforts of other agencies and/or organizations.                          | a) Plan is comprehensive, takes into account the efforts/products of other groups, and includes innovative approaches to promoting and publicizing the NIAMS Information Clearinghouse. Plan requires less than 5% change by the Project Officer and/or designated reviewers.   |
| b) Pre-, day of, and postevent support for NIAMS sponsored events is at a level that ensures event’s success and elicits positive response.   | b) 100% of designated groups are notified of event; graphics and other supporting materials are produced by designated deadlines; sufficient supporting materials are available; facility and audiovisual equipment and connections are arranged and tested in advance.<br><br>95% of event summaries are accurate and complete.  |
| c) Schedule and arrangements for exhibit space and set-up and dismantling of exhibit ensure NIAMS events are ready when scheduled to start and are completed in a timely and controlled manner. | c) For 95% of the events specified, the display(s) and exhibit materials are shipped in a timely manner. If exhibit assembly is accomplished by Clearinghouse Contractor personnel, assembly shall be timely. Materials are arranged to provide the highest visibility, and the Contractor staff is knowledgeable, helpful, and professional when dealing with event participants/attendees. When accomplished by Contractor personnel, materials are efficiently and carefully |

|  |   |
|--|---|
|  | packed and shipped before the event and after completion. |
|--|---|

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.4) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed the PO’s expectations. Contractor’s actions/efforts result in unsolicited positive and complementary feedback on Clearinghouse events, exhibits, and promotion plan from internal and/or external customers during the evaluation period; no negative external comments/feedback are received on requirements under this Performance Objective. All NIAMS sponsored/hosted events run smoothly and provide a positive and professional image of the NIAMS and NIH as evidenced by comments from attendees/speakers as documented by non-scientific, random sampling of attendees by NIAMS representative attending the event.

**Very Good:** Contractor meets all the performance standards in the Statement of Work for this Performance Objective without exception. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Clearinghouse events/exhibits are scheduled, set-up, conducted and completed without any significant complications/disruptions. No critical/negative feedback/comments are received during the evaluation period.

**Satisfactory:** Contractor meets all the performance standards in the Statement of Work for this Performance Objective without exception. 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. No more than 2 critical/negative feedback/comments are received during the evaluation period.

**Unsatisfactory:** Contractor fails to meet all the performance standards in the Statement of Work for this Performance Objective or the Contractor’s performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this Performance Objective.

E. Patient Liaison/Escort Services

Performance Objective 4.5: The Contractor shall provide patient liaison services for the NIAMS Health Partnership Program that provide a high level of customer satisfaction in terms of convenience, helpfulness, and timeliness of these services.

Primary Method of Surveillance: PO will review Contractor’s monthly report, annual report, and the PO, with the assistance of NIH staff involved in the NIAMS Health Partnership Program, will conduct informal inquiries of clinic staff interfacing with escorted patients, and review any complaints submitted concerning patient liaison (PL) services.

Standard of Performance:

| <u>Performance Measures</u>  | <u>Performance Standards</u>  |
|--|---|
| a) Contractor provides high-quality patient liaison services to the Community Health Center and other NIAMS outreach facilities. | a) 100% of the time, PL staff members are punctual, attentive to patient needs and abilities, and ensure that patients arrive for scheduled appointments. |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.5) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed Project Officer’s and patient/customer expectations. Contractor’s actions/efforts routinely result in unsolicited positive and complementary feedback on PL services from patient customers and/or interfacing NIH clinic personnel during the evaluation period; **No negative feedback is received concerning requirements under this Performance Objective from patients or interfacing NIH clinic personnel, and there are no breaches of patient confidentiality.** Contractor’s PL staff is recognized as highly professional, competent, supportive, and cooperative in the execution of PL duties. Contractor’s PL staff is noted as having “gone the extra mile” to ensure customers receive exceptional support.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception.** 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Positive, unsolicited feedback is received concerning the Contractor’s execution of the PL requirements. **No negative feedback is received concerning requirements under this Performance Objective from patients or interfacing NIH clinic personnel, and there are no breaches of patient confidentiality.**

**Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception.** 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. **Less than 2 negative comments/feedback are received concerning requirement under this Performance Objective** from patients or interfacing NIH clinic personnel; none of the negative comments received are of a highly serious nature as evaluated by the PO or NIAMS or above senior management levels. **There are no breaches of patient confidentiality**

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor’s performance or lack of performance results in one or more critical program/requirements failures. More than **2** critical/negative feedback/comments are received concerning this function; or 1 or more highly serious or critical incidents are reported; **or there is a breach in patient confidentiality.**

**F. Cost Recovery**

**Performance Objective 4.6:** The Contractor shall develop a feasible proposed Cost Recovery Plan that identifies opportunities, policy, procedures, and methods for the recovery of a portion of the costs for the reproduction, postage, handling, and processing of materials provided to users.

Primary Method of Surveillance: PO shall review Contractor’s Cost Recovery Plan, the Annual Performance and Operating Plan, monthly reports, and annual report.

Standard of Performance:

| <u>Performance Measures</u>   | <u>Performance Standards</u>  |
|---|---|
| a) Contractor’s Cost Recovery Plan provides realistic and implementable approaches to recovering selected costs for identified NIAMS products to offset postage and handling costs. | a) Cost Recovery Plan is detailed, considers all appropriate risk, and observes regulatory requirements for collecting fees and applying them against the cost of the contract. Plan is feasible even if not implemented. |
| b) If Plan is implemented, percentage of costs recovered will be measured.  | b) Contractor is able to recover sufficient funds to offset *TBN% of the handling and postage fees of NIAMS products.<br><br>*TBN - To Be Negotiated  |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.6) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed PO’s expectations. Contractor’s Cost Recovery plan is judged to be very low risk, has ease of set up and implementation, covers all aspects of administrative considerations for approval and is evaluated as being very likely to achieve or exceed cost recovery goals.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Cost Recovery plan is evaluated to be low risk, demonstrates reasonable ease of set up and implementation, identifies potential administrative issues and is evaluated as having a low risk of not meeting or exceeding cost recovery goals.

**Satisfactory:** Contractor meets all the performance standards in the Statement of Work for this Performance Objective **without exception**. 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Cost Recovery plan is evaluated as having average risk of success, is judged to be implementable, identifies majority of administrative issues and is evaluated as having medium risk in achieving cost recovery goals.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor’s performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 90% of the requirements of this Performance Objective. Cost Recovery Plan is evaluated as having medium to high risk of being unsuccessfully implemented, does not address administrative issues and is evaluated as being medium to high risk of not achieving cost recovery goals.

**G. Transition Plan and Contract Close Out**

**Performance Objective 4.7:** The Contractor shall accomplish a smooth, efficient, and orderly transition for the contract work at both the start and end of the contract. This shall require the Contractor to develop a Transition Plan for (1) the assumption of the Information Clearinghouse contract work and (2) for the closeout of the contract upon completion of the contract effort and transition to any successor Contractor. The transition period at each end of the contract shall be 1 month.

**Primary Method of Surveillance:** PO will review Contractor’s Transition Plan and will conduct informal surveys of NIAMS staff impacted/interfacing with the Contractors (both at initial transition and at final close out) regarding the Contractor’s effectiveness in transitioning or closing out the Contract.

**Standard of Performance:**

| <b><u>Performance Measures</u></b>   | <b><u>Performance Standards</u></b>  |
|--|--|
| a) During initial contract turnover, new Contractor is able to smoothly transition existing NIAMS capabilities from prior Contractor and all materials are successfully transferred, inventoried, stored, and accounted for.   | a) At the end of the first month under contract, 95% transfer of materials and inventories is accomplished, as shown on the status report. Status report also reflects 95% assumption of existing NIAMS support capabilities.                        |
| b) Contractor-developed plan for subsequent transition to a possible successor Contractor at the end of the contract adequately addresses all processes, materials, and inventories associated with NIAMS support for smooth, efficient, and conflict-free turnover. | b) Transition Plan provides for 100% of process, material, and inventories to be successfully transferred. Plan contains process to ensure successor Contractor is thoroughly briefed and trained to provide seamless continuation of NIAMS support. |

**Evaluation Criteria:**

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.7) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed PO’s expectations. Working relations between incumbent and successor Contractor are maintained at a level that results in complete transition of NIAMS support between Contractors before the scheduled completion of the transition period. No substantial issues develop and Contractor assists incumbent Contractor at initial transition and successor Contractor at final close out in proactive ways not involving or directed by the Government.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO’s expectations. Transition is completed on or ahead of schedule and only minor interferences/disruptions are noted. Government is not required to intervene to resolve transition issues.

**Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO's expectations. Transition is completed within the scheduled timeframe and only minor interferences/disruptions occur; Government involvement to resolve is kept to a minimum.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor's performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this Performance Objective. Significant elements of the support for NIAMS Clearinghouse and/or PL services are not transitioned on time or are transitioned unsuccessfully by end of scheduled transition period. Government suffers from failure of one of more elements of the NIAMS project.

## H. Reports

**Performance Objective 4.8:** The Contractor shall provide accurate, informative, and timely reports of performance under this contract to the Project Officer. These reports shall provide the Project Officer an accurate assessment of performance under the contract and shall enhance the Project Officer's ability to ensure that the NIAMS Information Clearinghouse is providing high-quality and effective information and support to customers.

Primary Method of Surveillance: PO will review Contractor's Annual Performance and Operating Plan, monthly reports, annual report, any special reports, and will conduct informal surveys of NAIMS staff regarding the quality of Contractor's reports and the integrity of report data.

Standard of Performance:

| <u>Performance Measures</u>   | <u>Performance Standards</u>                        |
|---|---|
| a) Deliverables are in compliance with Articles C and F of the contract | a) No more than 1 workday delay per 6-month period. |

Evaluation Criteria:

**Exceptional:** Contractor meets all the performance standards identified in the Statement of Work for this Performance Objective (4.8) without exception. 98% of all aspects of this Performance Objective clearly meet or exceed PO's expectations. Contractor's reports provide the Government an exceptional insight to the Contractor's execution of the contract requirements (all Performance Objectives) and ensure that PO and team receive clear, concise information. Reports are easily understood; they present a complete view of all existing and potential problem areas; and they include logical, implementable, and affordable recommendations. All reports are received ahead of schedule and Contractor is ready to brief/discuss as needed.

**Very Good:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 95% of all aspects of the requirements under this performance objective are completed at a level that meets or exceeds the PO's expectations. Majority of

reports are received ahead of schedule and no reports are received late. Report content is complete and accurate. Problems are clearly identified including root cause and potential recommendations provided. **Satisfactory:** Contractor meets **all** the performance standards in the Statement of Work for this Performance Objective **without exception**. 90% of all requirements under this performance objective are completed at a level that meets or exceeds the PO's expectations. Reports are received on schedule with no more than 1 workday delay per 6-month period in turning in a report. When such a delay occurs, Contractor gives PO reasonable advance notification that report will be late and reasonable rationale for why it is late. Report contents are complete and accurate. Problems are identified and discussed; possible recommendations for resolution provided.

**Unsatisfactory:** Contractor fails to meet **all** the performance standards in the Statement of Work for this Performance Objective or the Contractor's performance or lack of performance results in one or more critical program/requirements failures. Contractor is unable to complete successfully 95% of the requirements of this Performance Objective. Reports are incomplete, inaccurate or misleading. Problems are not identified.

QUALITY ASSURANCE MONITORING FORM

WORK TASK: \_\_\_\_\_

SURVEY PERIOD: \_\_\_\_\_

METHOD OF SURVEILLANCE: PO REVIEW

EVALUATION OF CONTRACTOR'S PERFORMANCE: \_\_\_\_\_

NARRATIVE DISCUSSION OF CONTRACTOR'S PERFORMANCE  
DURING SURVEY PERIOD:

PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_