

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 65 pages

1. Purchase Authority: Public Law 92-218 as amended			
2. Request For Proposal (RFP) Number: N02-CM-62401-96	3. Issue Date: 02/08/2006	4. Just In Time <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L

6. TITLE: **Primary Rodent Production and Support Center**

7. ISSUED BY: Management Operations and Support Branch National Cancer Institute - Frederick Building 427, Room 10 Frederick, MD 21702-1201	8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
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9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1 until **3:00pm** local time on **March 27, 2006**. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043."

10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.

11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. (<http://www.ccr.gov>)

12. FOR INFORMATION CALL: Scott Drega, Contracting Officer
PHONE: (301) 846-1115
COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

John H. Eaton
Chief Contracting Officer
Management Operations and Support Branch
National Cancer Institute -Frederick

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PART I - THE SCHEDULE

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

a. Brief Description of Services

For details of the services to be provided see ARTICLE C.1.

ARTICLE B.2. ESTIMATED COST AND FEE CONSIDERATIONS

a. In consideration for performance of this contract: The Government shall pay to the Contractor:

(1) Estimated Cost

The total estimated cost for performance of all work under this contract is \$ TO BE DETERMINED (TBD). Each annual period amount is estimated as follows:

BASE PERIOD

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th Year</u>
\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD

OPTION I OPTION II OPTION III

<u>8th Year</u>	<u>9th Year</u>	<u>10th Year</u>
\$TBD	\$TBD	\$TBD

(2) Base Fee

The base fee (i.e. minimum fee payable hereunder) is \$0.

(3) Performance Based Award Fee Consideration

(a) A performance based award fee will be paid to the Contractor at regular intervals as defined in paragraphs (b) and (c) below.

(b) The total potential performance based award fee available for this contract is \$TBD for the base seven-year period. If each option is exercised, the total available fee shall be increased to \$TBD, an increase of \$TBD. Performance-based award fee amounts and the evaluation periods are as follows:

<u>Evaluation Period</u>	<u>Available_</u> <u>Performance-Based</u> <u>Award Fee</u>	<u>Performance-Based</u> <u>Award Fee</u> <u>Paid</u>
<u>Base Period</u>		
09-26-06 - 03-31-07	\$TBD	Fee earned will be shown here following each evaluation period
04-01-07 - 09-25-07	\$	
09-26-07 - 03-31-08	\$	
04-01-08 - 09-25-08	\$	
09-26-08 - 03-31-09	\$	
04-01-09 - 09-25-09	\$	

09-26-09 - 03-31-10	\$
04-01-10 - 09-25-10	\$
09-26-10 - 03-31-11	\$
04-01-11 - 09-25-11	\$
09-26-11 - 03-31-12	\$
04-01-12 - 09-25-12	\$
09-26-12 - 03-31-13	\$
04-01-13 - 09-25-13	\$

Option I

09-26-13 - 03-31-14	\$
04-01-14 - 09-25-14	\$

Option II

09-26-14 - 03-31-15	\$
04-01-15 - 09-25-15	\$

Option III

09-26-15 - 03-31-16	\$
04-01-16 - 09-25-16	\$

(c) The Contractor is authorized to bill for partial fee payments of available performance based award fee amounts at the time each monthly voucher is submitted. Such partial fee payments shall consist of 50% of 1/6 of the total available performance based award fee that has been designated as potentially earnable during the then current six-month evaluation period. For example, if the available performance based fee for the current period is \$150,000, the Contractor may bill fee in the amount of $\$150,000 \times 1/6 \times .50 = \$12,500$.

(4) Methodology for Performance Based Award Fee Determination

- (a) The Contractor's performance hereunder will be observed and evaluated continuously by Government Monitors. At the end of each evaluation period (set forth in paragraph a.(3)(b) above) an Evaluation Board will review performance based upon criteria established in the PERFORMANCE BASED AWARD FEE EVALUATION PLAN. Such plan will be furnished to the Contractor within thirty (30) days after the effective date of this modification.
- (b) The findings of the Performance Evaluation Board and any other findings relating to fee, as established in the PLAN, will be reported to the NCI Performance Based Award Fee Determination Official who will determine to what extent the Contractor's performance for each evaluation period warrants payment of the available performance-based award fee specified in paragraph a.(3)(b) above. In no event, however, will the unawarded portion of fee for any evaluation period become available for fee award in subsequent periods.
- (c) The Performance Based Award Fee Determination Official shall notify the Contractor in writing of the available award fee actually earned for a given evaluation period. The decision of the Performance-Based Award Fee Determination Official shall be binding on both parties and not subject to the Disputes Clause provided herein.
- (d) In the event this contract is terminated prior to a regularly scheduled award fee determination, the fee to be paid to the Contractor shall be an appropriate portion of any available award fee as may be determined by the NCI Performance-Based Award Fee Determination Official.

(5) Government's Total Obligation

The Government's total obligation as represented by the sum of the estimated cost plus the available fee (performance and award) is \$TBD.

(6) Available Funding

Total funds presently available for payment and allotted to this contract are \$TBD of which \$TBD represents the estimated costs, and \$TBD the available fee.

(7) Period Covered by Funding

It is estimated that the amount currently allotted, \$TBD will cover performance of this contract, through the period ending TBD assuming grantee reimbursements remain at their present level.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

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

ARTICLE B.4. ADVANCE UNDERSTANDINGS

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated December 19, 2005, attached hereto and made a part of this Solicitation (See Section J - List of Attachments).

ARTICLE C.2. REPORTING REQUIREMENTS

a. Technical Progress Reports

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

For proposal preparation purposes only, it is estimated that *electronic* copies of these reports will be required as follows:

- Monthly - One (1) copy of each
 - Status of Foundation Colonies
 - Status of Pedigree Expansion Colonies

Status of Production Colonies
Isolator Inventory
Room Inventory
Listing of Unpaid Grantee Invoices More than 90 Days overdue
Bi-Annually - One (1) copy each
Contract Performance Status Report
Annually
Annual Report - One (1) copy
Final - Upon final completion of the contract - One (1) copy

b. Summary of Salient Results

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

c. Other Reports

Annually - One (1) copy of each
Table of Employee Distribution
Contract Year Estimate at Completion
As needed - One (1) copy of each
Special Business Report
Unexpected Events Report

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at, .

NCI-Frederick
Frederick, MD 21702-1201

The Government reserves the right to an Inspection period of 30 calendar days, unless a different time period is stated when (the Record of Call/elsewhere in the contract). The receiving report, completed and signed by the appropriate official, constitutes acceptance and shall be acknowledged to the payment office (OFM).

FAR Clause 52.246-3, Inspection of Supplies - Cost-Reimbursement (May 2001).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

This contract covers an 84-month period of performance, from September 26, 2006 through September 25, 2013, plus three (3) twelve (12) month options which, if exercised, will commence on September 26, 2013 and end on September 25, 2016.

Should the Contractor fail to succeed itself, as a result of recompetition or for other reasons, the Contractor hereby agrees to an extended period of not less than 120 days within the context of the Article CONTINUITY OF SERVICES.

ARTICLE F.2. DELIVERIES

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

- a. The items specified below as described in SECTION C, ARTICLE C.2. will be required to be delivered F.O.B. Destination as set forth in FAR Clause 52.247-35, F.O.B. Destination, Within Consignees Premises (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)	Status of Foundation Colonies	One (1)	See Article C.2.a.
(2)	Status of Expansion Colonies	One (1)	See Article C.2.a.
(3)	Status of Production Colonies	One (1)	See Article C.2.a.
(4)	Room Inventory Report	One (1)	See Article C.2.a.
(5)	Isolator Inventory Report	One (1)	See Article C.2.a.
(6)	Listing of Unpaid Grantee Invoices	One (1)	See Article C.2.a.
(7)	Table of Employee Distribution	One (1)	See Article C.2.a.
(8)	Contract Year Estimate at Completion	One (1)	See Article C.2.a.
(9)	Final Report	One (1)	See Article C.2.a.
(10)	Summary of Salient Results	One (1)	See Article C.2.a.
(11)	Rodent Shipment		As directed by Project Officer
(12)	Annual Report	One (1)	See Article C.2.a.

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

Items (1) through (4) shall be addressed and delivered to:

Contracting Officer
Management and Operations Support Branch
National Cancer Institute at Frederick
Fort Detrick
Building 427, Room 12
Frederick, MD 21702

Items (1) through (7) shall be addressed and delivered to:

Project Officer
National Cancer Institute at Frederick
Fort Detrick
Frederick, MD 21702

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

52.242-17, Government Delay of Work (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

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

[To be specified prior to award]

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

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

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

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

NAME	TITLE
------	-------

[To be specified prior to award]]

Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate

ARTICLE G.3. RECIPIENTS REIMBURSEMENT PROCEDURES

- a. During the course of this contract, the Contracting Officer or his duly designated representative will notify the Contractor to make certain shipments of animals directly to specified U.S. Government Recipients; Contractor/Government Agencies/or other private organizations and the Contractor shall make such shipments as directed.
- b. The Contractor shall bill recipients directly for the items provided. The charges for these items shall be based upon the current National Cancer Institute price list for the items listed in an Attachment in Section J of this contract. Under no circumstances shall the Contractor bill prices other than those listed in the referenced price list. Prices listed are subject to change. Revised price lists will be issued by the Government when appropriate without the concurrence of the Contractor.
- c. The Contractor shall keep an accurate account of all payments received from recipients of surplus rodents separate from other fiscal aspects of the contract. The Contractor shall record as credits on monthly vouchers to the Government, all payments received from the Government Grantees/Contractors/Government Agencies/or other private organizations. The income from recipients must be credited to the Government in the billing period actually received. Thus, the Contractor shall bill the Government directly for payment of contract costs and shall subtract as a credit all payments received from recipients. The actual collections from sales will be offset against the gross billing leaving a net amount due on the invoice.

The National Cancer Institute Project Officer may direct from time to time that shipments be made entirely at Government expense.

- d. The Contractor shall account for the contract related income separately in accordance with its own double entry accounting system. The Contractor shall submit to the Government a Monthly Summary Sheet of Sales, which is listed as an Attachment in Section J of this contract. The Contractor shall submit a copy of this Attachment each month with the Monthly Progress Report.

The administration of the contract related income shall be subject to the terms of this contract, including specifically and without limitation, the Audit--Negotiation Clause (FAR 52.215-2) of the General Clauses, and the applicable cost principles of the Federal Acquisition Regulation.

- e. The Contractor shall use the following procedures for collection of delinquent accounts:

Accounts 60 days past due. The Contractor shall notify the NCI Project Officer who will take appropriate action to ensure that collection of the delinquent account is made.

- f. When the completion (final) invoice is submitted on this contract, a listing of all outstanding recipient invoices shall be provided along with details as to what disposition is expected on each.

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

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

- (1) Invoices/financing requests shall be submitted as follows:

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

contract as follows:

Contract No. (This is the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN261200411000C.)

ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N01-CO-41234.)

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

Contracting Officer
Management Operations and Support Branch
NCI-Frederick
Building 427, Room 10
Frederick, MD 21702-1201

(2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301)846-1113.

ARTICLE G.5. 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:

Contracting Officer
Management Operations and Support Branch
National Cancer Institute - Frederick
Building 427, Room 10
Frederick, Maryland 21702-1201

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

ARTICLE G.6. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and 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/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>

ARTICLE G.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

will consist only of Year 1-7 of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-8 set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform Years 8-10 of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises these options, notice must be given at least 45 days prior to the expiration date of this contract, and the estimated cost of the contract will be increased as set forth in Article B.3.

ARTICLE H.5. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

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

b. Subcontracting Reports

(1) **Subcontracting Report for Individual Contracts, SF-294**

The Contractor shall submit the original and one (1) copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition to the information contained in the General Instructions on the back of this form for Block 17, "Remarks," the Contractor shall provide an explanation **for any category** of small business subcontracting for which there were no dollars reported since the last reporting period.

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

April 30th
October 30th

The Report shall be sent to the Contracting Officer at the following address:

Contracting Officer
National Cancer Institute - Frederick
Building 427, Room 10
Frederick, Maryland 21702-1201

(2) **Summary Subcontract Report, SF-295**

The Contractor shall submit two (2) copies of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

One copy of this report shall be sent to the Contracting Officer at the address above. One copy of this Report shall be mailed to the Office of Small and Disadvantaged Business Utilization, DHHS at the following addresses:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 360G
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 690-7235, for the correct address if unknown.

ARTICLE H.6. INFORMATION SECURITY

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

a. Information Type

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

Administrative, Management and Support Information:

Mission Based Information:

b. Security Categories and Levels

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

Confidentiality	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Integrity	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Availability	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Overall	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High

c. Position Sensitivity Designations

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

**** (NOTE: The resultant contract will include the Position Sensitivity Designations, however for the purposes of this RFP, the Position Sensitivity Designations applicable to this RFP are specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.) ****

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

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

(LBI).

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

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

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

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

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

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

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

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

d. Systems Security Plan

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

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

[OR (To be determined during negotiations)]

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

- (i) Security Awareness Training
- (ii) Logical Access Control
 - Network (ex: firewall)
 - System (ex: network OS, tcp wrappers, SSH)
 - Application (ex: S-LDAP, SSL)

- Remote Access (ex: VPN)
- Monitoring and support (ex: IDS, pager, NOC)
- (iii) Protection against data loss
 - OS security (ex: patch management, configuration)
 - Application security (ex: patch management)
 - Database security
 - Back-up and recovery
 - Fault tolerance, high availability
- (iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
- (v) Physical Security
 - Access control (ex: locks, guards)
 - Power conditioning and/or UPS
 - Air conditioning
 - Fire protection

Include an acknowledgment of its understanding of the security requirements.

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

e. Rules of Behavior

The contractor shall comply with the DHHS Rules of Behavior set forth in **DHHS Information Security Program Policy Handbook, Appendix G** at:

http://intranet.hhs.gov/infosec/docs/policies_guides/ISPPH/PG_ISHbkv2_11_12_2004.pdf; and the **NIH Information Technology General Rules of Behavior** at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Information Security Training

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

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

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

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

g. Personnel Security Responsibilities

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

h. Commitment to Protect Departmental Information Systems and Data

(1) Contractor Agreement

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

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

(2) Contractor-Employee Non-Disclosure Agreements

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

i. References

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

ARTICLE H.7. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

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

ARTICLE H.8. 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 Cancer Institute, National Institutes of Health, Department of Health and Human Services, under Contract No. .

ARTICLE H.9. PRESS RELEASES

a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing

statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.10. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

ARTICLE H.11. ANTI -LOBBYING

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

c. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.12. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research

resources" are used interchangeably and have the same meaning.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

General Clauses for a Cost-Reimbursement Supply Contract
General Clauses for a Cost-Reimbursement Contract with Educational Institutions
General Clauses for a Cost-Reimbursement Contract with Non-Profit Organizations Other Than Educational Institutions

The complete listing of these clauses may be accessed at:

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

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

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

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

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

FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted 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**

(1) FAR Clause **52.217-2, Cancellation Under Multiyear Contracts** (July 1996).

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

" (a) The Contracting Officer may exercise the option by written notice to the Contractor within 45 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension."

"(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months."

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

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

[] Offeror elects to waive the evaluation preference."

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

- (5) FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (August 2003)[with **Alternate I** (August 2003) and/or with **Alternate II** (August 2003)].

- (6) FAR Clause **52.223-10, Waste Reduction Program** (August 2000).

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

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

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

- (10) FAR Clause **52.237-2, Protection of Government Buildings, Equipment and Vegetation** (April 1984).

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

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

- (13) FAR Clause **52.242-4, Certification of Final Indirect Costs** (January 1997).

- (14) FAR Clause **52.245-19, Government Property Furnished "As Is"** (April 1984).

- (15) FAR Clause **52.246-23, Limitation of Liability** (February 1997).
AND/OR

- (16) FAR Clause **52.246-24, Limitation of Liability - High-Value Items** (February 1997).

- (17) FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (June 2003).

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

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

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS:

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal	See Attachment Section at the end of this RFP
Attachment 2:	Proposal Intent Response Sheet	http://rcb.cancer.gov/rcb-internet/forms/intent.jsp
Attachment 3:	Statement of Work	See Attachment Section at the end of this RFP
Attachment 4:	Information Technology System Security - Prospective Offeror Non-Disclosure Agreement	http://rcb.cancer.gov/rcb-internet/forms/IT-security-nondisclosure.pdf
Attachment 5:	Record of Animals Shipped	See Attachment Section at the end of this RFP
Attachment 6:	Status of Foundation Colonies	See Attachment Section at the end of this RFP
Attachment 7:	Status of Expansion Colonies	See Attachment Section at the end of this RFP
Attachment 8:	Status of Production Colonies	See Attachment Section at the end of this RFP
Attachment 9:	Room Inventory Report	See Attachment Section at the end of this RFP
Attachment 10:	Isolator Inventory Report	See Attachment Section at the end of this RFP
Attachment 11:	Animal Price List	http://www.ncifcrf.gov/researchresources/apa/pricelist.asp

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

Attachment No.	Title	Location
Attachment 13:	Technical Proposal Cost Summary	http://www.niaid.nih.gov/contract/forms.htm
Attachment 14:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm
Attachment 15:	Government Notice for Handling Proposals	http://www.niaid.nih.gov/contract/forms/form7.pdf
Attachment 16:	Project Objectives, NIH 1688-1	http://rcb.cancer.gov/rcb-internet/forms/nih1688-1.pdf

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

Attachment No.	Title	Location
Attachment 17:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 18:	Small Business Subcontracting Plan	http://rcb.cancer.gov/rcb-internet/forms/sb-subplan-nci.pdf
Attachment 19:	Breakdown of Proposed Estimated Costs (plus Fee) with Excel Spreadsheet	http://www.niaid.nih.gov/contract/forms.htm http://ocm.od.nih.gov/contracts/sps/spshecl.xls
Attachment 20:	Offeror's Points of Contact	http://www.niaid.nih.gov/contract/forms.htm
Attachment 21:	Certificate of Current Cost or Pricing Data	http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf
Attachment 22:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfllin.pdf

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

Attachment No.	Title	Location
Attachment 23:	Invoice/Financing Request and Contract Financial Reporting Instructions-- Cost Reimbursement, NIH(RC)-4	http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf
Attachment 24:	Safety and Health, HHSAR Clause 352.223-70	http://www.niaid.nih.gov/contract/forms/form10.pdf
Attachment 25:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 26:	Government Property Schedule	See Attachment Section at the end of this RFP
Attachment 27:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfllin.pdf
Attachment 28:	Commitment To Protect Non-Public Information Contractor Agreement	http://irm.cit.nih.gov/security/Nondisclosure.pdf
Attachment 29:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 30:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

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

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

Discussions are negotiations that occur after establishment of the 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).
- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and

disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

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

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

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

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

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

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

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

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

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be

conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

2. 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 112990.
- (2) The small business size standard is \$750,000.

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

3. 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 September 2006.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement completion type contract with a base period of performance of seven years (and up to ten years total with exercise of options), and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

4. PERFORMANCE BASED ACQUISITION

The Government intends to use a Performance Based Acquisition method in the evaluation and award of any contract resulting from this RFP.

The Performance Based contract is designed to motivate the contractor to perform at a higher standard. Outstanding performance is rewarded through an incentive defined in the contract. The following performance incentive will be used in any contract awarded from this RFP:

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

5. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held with prospective offerors at NCI-Frederick on **March 1, 2006 at 10:00am EST**. 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.

The success of this type of conference depends largely on the lead-time available to the Government for research in connection with questions submitted by offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before February 22, 2006 at the address cited in Item 7 of the Solicitation cover form.

Your questions should be submitted to the contract specialist, Scott Drega and the envelope should be marked, "Pre-proposal conference, RFP No. N02-CM-62401-96." A set of all questions and answers will be furnished simultaneously to all prospective offerors whether or not they are in attendance.

Because of space limitations, each prospective offeror shall be limited to a total of three (3) representatives. Please notify the Government of your intent to attend the conference no later than February 22, 2006. Notification can be emailed to sdrega@ncifcrf.gov and should include a complete list of your intended attendees.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

6. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 147,974 labor hours per year. It is estimated the animal production services will require approximately seventy-five (75) FTEs, and the repository will require five (5) FTEs. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

7. 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.

8. 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.

9. 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.

10. COMPARATIVE IMPORTANCE OF PROPOSALS

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

11. PREPARATION COSTS

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

12. **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
Management Operations and Support Branch
National Cancer Institute - Frederick
Building 427, Room 10
Frederick, Maryland 21702-1201

- (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

(1) POTENTIAL UTILIZATION OF GOVERNMENT FURNISHED FACILITIES FOR ANIMAL PRODUCTION

The current contractor utilizes ten (10) separate barrier buildings, one (1) surgery building, and one (1) storage building on the NCI-Frederick campus for the animal production operations. These buildings were built in approximately 1952 and can no longer be maintained or upgraded to a level that will assure barrier production of laboratory animals that meet the needs of the research community. Therefore, the requirement exists that barrier production under this contract ***must*** be performed at an off-site facility that is furnished by the Contractor.

NCI-Frederick currently houses isolator operations in four (4) separate buildings on the NCI-Frederick campus. The buildings are 1030, 1038, 1044, and 1075. It is anticipated that offerors ***may*** be able to utilize these buildings and maintain isolator production on the NCI-Frederick campus at Fort Detrick. However, utilization of these buildings is not a certainty, and **therefore the proposals submitted by potential offerors shall be in two parts as follows:**

Part I – Off-site Barrier and Isolator Production

Part I of the proposal will contain a technical and business proposal for barrier production and isolator production to be conducted at an off-site facility furnished by the Contractor. A complete listing of Government furnished equipment that may be used at the off-site facility may be found as an attachment to the RFP. The business proposal shall include all transition costs associated with relocating the barrier and isolator animal production operations to an off-site facility.

Part II – Off-site Barrier and On-site Isolator Production

Part II of the proposal will contain a technical and business proposal for the barrier production at an off-site facility and for isolator production at the NCI-Frederick using Government furnished isolator facilities.

The Government owned facilities are as follows:

One (1) 6,000 square foot building (1075) used exclusively to house semi-rigid isolators. The building currently houses 72 isolators, 52 cages per isolator for approximately 3700 mouse cages. This building is currently used to produce immune suppressed mice and is projected to remain as such.

Three (3) 1,800 square foot buildings (1030, 1038, 1044) used to house semi-rigid isolators. The buildings currently house the following:

- 1030 – 1,292 microisolator cages
- 1038 – 630 isolator cages
- 1044 – 250 microisolator cages, 590 isolator cages

These buildings are currently used to produce immune suppressed mice and foundation colony rodents and are projected to remain as such.

A complete listing of the Government furnished equipment may be found as an attachment to this RFP. It is anticipated that a pre-proposal conference/site visit will be held at the NCI-Frederick to allow offerors to tour the potential Government furnished facilities prior to submitting a proposal. The business proposal shall include all transition costs associated with relocating the barrier animal production operations to an off-site facility. Costs for utilities at the on-site isolator buildings will be borne by the Government and should not be proposed in the offeror's proposal; however, the Government will take into consideration these costs in the evaluation of the total cost to the Government.

(2) UTILIZATION OF GOVERNMENT FACILITIES FOR REPOSITORY FUNCTIONS

The repository functions are housed in a 14,948 sq ft building (Building 1073) located on the campus of NCI-

Frederick (1025 sq ft of office space, 11,049 sq ft of net usable laboratory space). This facility houses 20 walk-in freezer units each containing approximately 260 sq ft of storage space. In addition, the facility contains multiple ultralow temperature freezers and liquid nitrogen storage units as listed on the government furnished property list. The floor plan for this facility may be found as an attachment to the RFP. Costs for the utilities at the repository building will be borne by the Government. The Government facilities will be utilized for the repository functions; offerors should not propose to utilize off-site facilities for the repository functions.

(3) FACILITY MAINTENANCE AND SAFETY

The current contract is performed wholly on the NCI-Frederick campus using Government-owned facilities. As such, maintenance of the Government owned facilities is performed by the NCI-Frederick Operations and Technical Support (OTS) Contractor. However, under this new effort the barrier room production facilities, and potentially the isolator production facilities, will be located outside the NCI-Frederick campus, and will utilize facilities that are Contractor owned or Contractor leased.

Off-site Maintenance of Contractor Owned/Leased Facilities

For any animal production operations located outside of the NCI-Frederick campus, the Offeror shall be responsible for performing maintenance for all Contractor owned/leased facilities and equipment to the extent necessary to ensure the production of pathogen free rodents. All costs associated with maintaining the off-site facility and equipment shall be the responsibility of the Offeror. These costs should be included in the Offeror's business proposal.

On-site Maintenance of Government-owned Facilities

The repository effort will be conducted on the NCI-Frederick campus and the potential exists that isolator production could remain on the NCI-Frederick campus. For all operations on the NCI-Frederick campus, the Offeror shall be responsible for ensuring that the Government-owned facilities and equipment are maintained to the extent necessary for the production of pathogen free rodents and to maintain and preserve the holdings of the repository. The Offeror may arrange for maintenance of the Government-owned facilities as follows:

a) The Offeror may propose to utilize the OTS Contractor to perform facility maintenance. Under this scenario, the maintenance costs are covered by the OTS contract, and the Contractor should not include these costs in their business proposal.

OR

b) The Offeror may propose to utilize their own personnel or engage subcontractor(s) to perform the facility and equipment maintenance. Costs for facility and equipment maintenance under this scenario shall be included in the business proposal.

OR

c) The Offeror may propose to utilize a combination of the OTS Contractor and their own personnel/subcontractors to perform maintenance. Maintenance tasks assigned to each shall be clearly delineated in the offeror's proposal. Costs for facility and equipment maintenance to be performed by the Offeror's personnel/subcontractors under this scenario shall be included in the business proposal.

Under all scenarios above, the successful awardee shall bear the burden of responsibility to ensure that the maintenance is performed in a timely manner so as not to adversely affect animal production or the repository efforts.

Maintenance costs for the Government-owned facilities should not include replacement costs for any items. For example, the cost to fix a leak in the roof would be considered a maintenance cost, and that cost should be included. However, if the entire roof needed replacement, this would not be a contract cost and this expense would be addressed by the Government outside of the contract.

Facility maintenance for Government owned facilities includes, but is not limited to, the following:

The contractor shall be responsible for ensuring the completion of all preventative maintenance and minor repairs to the following listed Government owned facilities used by the contractor. Included are the complete structures, their associated mechanical/HVAC systems, piping, wiring, electrical systems, all equipment, and all utilities (steam, condensate, communications, water, sewer, compressed air, chilled water supply and return) within a line coinciding with the extreme outside boundary of the building exterior walls, loading docks, entrances, equipment pads or similar appurtenances. The normal electrical service to each building shall be an exception to the boundary definition such that the line of demarcation shall be the line side terminals of the main electric service disconnect/circuit breaker. In addition to the facility components within this described boundary, the contractor shall also be responsible for preventative maintenance and minor repairs to items associated with each building but outside the boundary as listed below. Outside of these defined boundaries, maintenance, operations and repairs shall remain the responsibility of the Government.

Buildings 1030, 1038, 1044 and 1075 (On-site isolator production option) – Exterior stairs (open and enclosed), railings, exterior lighting (attached to the buildings), exterior HVAC systems and components (pad mounted and roof mounted), roof overhangs, gutters, downspouts, landscape fabric/stone and metal edging, pest control devices/services, alarm systems, electrical/alarm/intercom/card key/security system components (attached to the buildings), emergency generator, fuel tank, fuel service and re-supply (Bldg 1075), roof access ladders, entrance vestibules (Bldg 1030 and 1075).

Building 1073 (All proposal options) – Exterior stairs, railings, fan coil units (14 units) and associated electrical supplies, liquid nitrogen tank/piping and security fence, liquid nitrogen service/re-supply, exterior lighting (attached to the building), air cooled chiller system and associated power supply, chilled water piping/insulation/support bridge, emergency generator, fuel tank, associated electrical circuits/connections, fuel service and re-supply, dock levelers, roof overhangs, ventilation fans, alarm systems (fire and O2 deficiency) bells/lights/components (attached to the building) and card key/security system components (attached to the building).

For all Offeror owned/leased facilities as well as all Government owned facilities, the safety and environmental protection program shall be the responsibility of the Offeror.

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

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for

responding to the RFP should be placed in the following order:

I. COVER PAGE

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

II. TECHNICAL PROPOSAL

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

III. BUSINESS PROPOSAL

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

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

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

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

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

(5) **Alternate Proposals**

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

(6) **Evaluation of Proposals**

The Government will evaluate 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 procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

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

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

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

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

(9) Care of Live Vertebrate Animals

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

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

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

(301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

- b. The following information must be included in the offerors technical proposal:
- identification of the species and approximate number of animals to be used;
 - rationale for involving animals, and for the appropriateness of the species and numbers used;
 - a complete description of the proposed use of the animals;
 - a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals; and
 - a description of any euthanasia method to be used.
- c. If an Animal Assurance is already in place, the offeror's proposal shall include:
- The Animal Welfare Assurance number.
 - The date last certified by OLAW. (i.e. assurance letter from OLAW)
 - Evidence of recent AAALAC Accreditation.

(10) Obtaining and Disseminating Biomedical Research Resources

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

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

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

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

- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NCI 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 NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

(12) **Small Business Subcontracting Plan**

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

Solicitation.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HubZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d) Each plan must contain the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted with an

identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and/or Service Disabled Veteran-Owned Small Business Concerns.

- (4) A description of the method used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

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

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

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

(13) HUBZone Small Business Concerns

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

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

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

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

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

<http://www.sba.gov/size>

The Department of Commerce website for the annual determination for NAICS codes* is:

<http://www.arnet.gov/References/sdbadjustments.htm>.

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

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

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

EXAMPLE

Targets for SDB Participation - NAICS Subsector 223

	SDB Percentage of Total Contract Value	SDB Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime	10%	\$100,000

(Includes joint venture partners and team arrangements)*

SDB Participation by subcontractors	15%	\$150,000
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*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

(15) Past Performance Information

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

A list of the last five (5) contracts completed during the past three years and all contracts currently 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

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

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

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

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

information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).
- b) Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991).
- c) Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991).
- d) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- e) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- f) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).
- g) Identification of Uncompensated Overtime, FAR Clause 52.237-10, (October 1997).

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.

(5) Husbandry Practices

Provide a description of the quality control program utilized by your organization to assure barrier and isolator integrity. Describe procedures that will be utilized to assure that breeding animals and offspring will be protected from undesirable organisms. These procedures will include the processing of "dirty" materials (feed, caging, bedding, etc.). Describe procedures to be used for pedigreeing and maintaining inbred strains of rodents. Document experience of the organization in maintaining inbred rodents including such things as pedigree charts, pedigree log books, and a cage card system. Describe the procedure to be used for shipping rodents and cryopreserved materials (e.g. cell lines, tumor fragments) to the consignee. Provide documentation on

nationwide delivery sites and services. This should include the type of container and vehicle to be used. Provide documentation that all animals transported on the same vehicles used to transport the animals produced within this contract are pathogen-free. Provide copies of Standard Operating Procedures that apply to this effort.

(6) **Facilities and Equipment**

Describe in detail the facilities and equipment to be used in performing this effort, including autoclave(s), auxiliary generators, isolators, and properly equipped cages and racks. Also describe the in-house laboratory facilities to be used for health and genetic monitoring by onboard in-house professional staff.

Describe the system to be used to produce pathogen-free animals including:

- air handling
- operational flow pattern (including a legible floor plan drawn to scale)
- degree of isolation of proposed area

Provide documented evidence of superior facility performance by continued exclusion of undesirable organisms over an extended period of at least one year.

b) **Transition Plan**

After award of the contract, the Contractor shall be responsible for the transition of all barrier room breeding stock and their offspring from the Animal Production Area (APA) located at NCI-Frederick to the proposed off-site production location. The Contractor shall also be responsible for the transition of all isolator breeding stock and their offspring from the APA in the event the Government-furnished isolator facilities at the NCI-Frederick will not be utilized. The Contractor shall transition all the animals in a smooth and orderly fashion. The Contractor shall outline all steps that will be taken to ensure there are no biosecurity breaches and explain in detail the safeguards to be taken to ensure all animals remain pathogen free during their relocation to a new facility. The transition plan shall place primary importance on the completion of the transition within two (2) years of contract award and shall emphasize that the transition process will have as minimal an impact on distribution of animals and customer service as possible. Furthermore, the transition plan shall provide an outline of the steps required to transfer the repository efforts from the prior contractor to the current contractor. This should include, at a minimum, a plan for the cost tracking and recovery effort as well as a smooth transition preventing significant delays in shipping and receiving samples for the repository. A draft transition plan shall be submitted as part of the offeror's proposal. The final transition plan shall be established prior to contract award and will be incorporated into the contract.

At a minimum, the transition plan shall address:

- (1) A transition schedule that identifies key transition events and transition milestones. The transition schedule shall provide a timeline, which outlines the transition process from inception to completion.
- (2) Identification of potential logistical problems that could develop during the transition, and proposed methods in which these problems could be addressed.
- (3) Participation with the current APA contractor to catalog, transfer, receive, and accept all animals and associated materials.
- (4) Identification of key personnel participating in the transition, including authority of Contractor management during transition.
- (5) Steps to be taken to maintain the distribution of animals, tumor cell lines, tissue samples, and natural product extracts during transition with minimal compromise in terms of distribution turn-around time and customer service.
- (6) Safeguards to be taken to ensure that all animals are maintained in pathogen free environment at all times during the transition process, and that biosecurity is not compromised at any point during transition.

- (7) A means whereby the cost reimbursement effort is not compromised thereby resulting in a loss of reimbursement funds

c) **Personnel**

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.

Describe the experience, qualifications, and duties of all personnel who will be assigned for direct work on this program. Information is required which will show the composition of the work group. It is particularly important that the experience and expertise of key personnel in the successful production of highest quality rodents be documented in relation to their particular role on this project. The qualifications of the proposed principal investigator for managing this effort should also be carefully described. Professional degrees and/or related certifications will be considered, but are not of paramount importance for the performance of this effort except for those persons performing health monitoring and genetic monitoring.

In particular, document the qualifications of all persons as they relate to the following areas:

sterilization/pasteurization
shipping
pedigreeing
animals care/husbandry
billing/crediting grantee receipts
in-house health and genetic monitoring

(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.

d) **Organizational Experience and Expertise**

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.

Describe and document the company's accumulated experience and expertise in the production of the highest quality rodents and in long term cryostorage.

Describe and document the company's efforts to retain the animal caretaker, secretarial, truck driver, general clerk, laboratory technician, and medical laboratory technician staff of the incumbent contractor. This staff possesses a significant amount of organizational experience and expertise that would be of substantial benefit to the successful offeror.

Describe the procedures that shall be instituted to bill, collect, and credit shipments to the contract. This should include the type of invoices to be used, and in particular, how such an invoice will indicate the billing is for animals or test materials shipped from the contract. The contractor shall not be responsible for collecting invoices over 90 days past due. The contractor shall, however, be responsible for letting the Project Officer know which invoices are 90 days past due and provide the Project Officer with a copy of such invoices. Describe how this shall be done.

The prices to be used in billing grantees will be provided by the National Cancer Institute. The prices will include the shipping costs and the boxing charges. A complete listing of the current prices may be found at: <http://www.ncifcrf.gov/researchresources/apa/pricelist.asp>

Please provide three copies of your organization's safety manual.

e) **Health and Genetic Monitoring**

Describe in detail your organization's in-house health monitoring and genetic monitoring programs performed by in-house professional staff. This would be used to monitor the contract colonies and all other animal colonies at the same location as the contract colonies. Describe the in-house procedure used to determine genetic purity.

(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.

The following will also be used for the evaluation of the proposals:

- Guide for the Care and Use of Laboratory Animals, 1996.
- Public Health Service "Policy on Humane Care and Use of Laboratory Animals", revised September 1986.

Government Furnished Property

Breeding stock will be supplied by the Government at no cost to the contractors. All breeding stock and their offspring are the property of the U.S. Government. The contractor is not permitted to offer for commercial sale any of these animals. Disposition of all animals will be determined weekly by the Project Officer. The Government will provide cryopreserved tumors, cell lines and natural product holdings at no cost to the contractor. Disposition of these materials will be at the direction of the Government.

(5) **Information Technology Systems Security**

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

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

(a) Information Type

Administrative, Management and Support Information:

Mission Based Information:

(b) Security Categories and Levels

Confidentiality Level: Low Moderate High

Integrity Level: Low Moderate High

Availability Level: Low Moderate High

Overall Level: Low Moderate High

(c) Position Sensitivity Designations

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

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

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

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

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

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

(d) Systems Security Plan

The offeror's proposal must:

- (1) Include a detailed plan of its present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. Offerors must use:

NIH Systems Security Plan Template (detailed) at:

<http://irm.cit.nih.gov/security/secplantemp.doc>; or

NIH Systems Security Plan Outline (outline only) at:

http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

(e) Information Systems Security Training

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

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

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

(f) Prospective Offeror Non-Disclosure Agreement

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

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

- Level 6: Public Trust - High Risk**
- Level 5: Public Trust - Moderate Risk**

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

- (1) Submit a written request to the Contracting Officer identified in the solicitation;
- (2) Complete and submit the "Prospective Offeror Non-Disclosure Agreement" provided as an attachment in Section J of this solicitation; and
- (3) Receive written approval from the Contracting Officer.

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

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

(g) References

- (1) DHHS Information Security Program Policy: <http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>
- (2) DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
- (3) NIH Systems Security Plan Template: <http://irm.cit.nih.gov/security/secplantemp.doc>
- (4) NIH Systems Security Plan Outline: http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
- (5) NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>
- (6) NIST Special Publication 800-16, Information Technology Security Training Requirements: <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
Appendix A-D: <http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>
- (7) NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems: <http://csrc.nist.gov/publications/nistpubs/index.html>

- (8) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I:
<http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf>
- (9) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II:
<http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf>
- (10) NIST SP 800-64, Security Considerations in the Information System Development Life Cycle:
<http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf>

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

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

(2) Proposal Cover Sheet

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

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

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

(3) Information Other than Cost or Pricing Data

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

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

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

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

1. Direct Labor

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

2. **Materials**

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

3. **Subcontracted Items**

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

4. **Raw Materials**

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

5. **Purchased Parts**

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

6. **Fringe Benefits**

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

7. **Indirect Costs**

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

8. **Special Equipment**

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

9. **Travel**

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

10. **Other Costs**

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

(4) **Cost and Pricing Data**

1. **General Instructions**

- A. You must provide the following information on the first page of your pricing proposal:
- (1) Solicitation, contract, and/or modification number;
 - (2) Name and address of offeror;
 - (3) Name and telephone number of point of contact;
 - (4) Name of contract administration office (if available);
 - (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
 - (6) Proposed cost; profit or fee; and total;
 - (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
 - (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
 - (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
 - (10) Date of submission; and
 - (11) Name, title and signature of authorized representative.
- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--
- (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (2) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward

pricing rates/factors, identify the agreement, include a copy, and describe its nature.

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

2. **Cost Elements**

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

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
- (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
- (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. **Direct Labor.** Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor

hours, rates, and cost by appropriate category, and furnish bases for estimates.

- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
 - (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers.
 - (4) Patent application serial numbers, or other basis on which the royalty is payable.
 - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 - (6) Percentage or dollar rate of royalty per unit.
 - (7) Unit price of contract item.
 - (8) Number of units.
 - (9) Total dollar amount of royalties.
 - (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).
- F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

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

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

- 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
- 5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

[NOTE: Data substantiating the costs or prices proposed (i.e. payroll documentation, vendor quotes, invoice price, etc.) shall not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.]

(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 are 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, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

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

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

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

d) **Financial Capacity**

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

e) **Incremental Funding**

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

of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

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

(End of provision)

f) Facilities Capital Cost of Money, FAR 52.215-16, (June 2003)

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

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

(End of Provision)

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

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

(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) Offeror's Annual Financial Report

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 Certifications shall be submitted from any proposed subcontractor.

(10) Travel Costs/Travel Policy

a) Travel Costs - Commercial

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

- b) The Principal Investigator should anticipate one meeting per year with the Project Officer within the Washington, D.C. area and one scientific meeting to be charged to the contract which must have prior approval by the Contracting Officer. Such estimates should be shown in the cost proposal.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

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

2. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. The offeror shall include all information which documents and/or supports the qualification criteria in one clearly marked section of its proposal or the offeror shall provide an index within its proposal which directs the reviewer(s) to the specific area(s) of the proposal that address a particular mandatory qualification.

- a. In accordance with the National Institutes of Health (NIH) policies, administered by the Division of Veterinary Resources (DVR), all laboratory animals delivered to the National Institutes of Health campus, NCI at Frederick, and NIH contract laboratories within the Washington, DC metropolitan area must be delivered in environmentally-controlled vehicles that are used exclusively for transporting laboratory animals. Animals delivered to the airport for shipment or delivered directly to the user's facility from the contractor's facility must be in environmentally controlled trucks. The contractor must be capable of obtaining proper paper/ clearances when requested to make foreign shipments. Shipping boxes used for the transport of laboratory animals must be escape proof and properly filtered to protect the animals from potential pathogens. All proposers must have documented experience in this procedure/practice.
- b. The colonies maintained under this contract shall be housed in a maximum barrier or isolator environments. If the animals are housed in the same room as commercial animals they must be labeled and identified in a manner that clearly separates the government and commercial animals.
- c. Animal monitoring shall be performed by in-house professional staff capable of monitoring all animal colonies for their health status at all locations where the contract would be performed. The in-house staff must also have the ability to test mice by means of biochemical markers and be capable of performing pathology/histology diagnostic services.

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.

3. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement,

except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

4. **TECHNICAL EVALUATION CRITERIA**

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

A. Husbandry Practices

30 Weights

1. Acceptability of described procedures that will be utilized to maintain and protect colonies from undesirable organisms.
2. Acceptability of pedigreeing procedures.
3. Acceptability of shipping and delivery procedures.
4. Acceptability of proposed transition plan

B. Facilities and Equipment

25 Weights

1. Demonstrated capability for excluding undesirable organisms.
2. Adequacy of proposed equipment for the production of highest quality rodents.
3. Acceptability of in-house health and genetic monitoring program performed by in-house professional staff.
4. Acceptability of plan for monitoring temperature-controlled storage equipment.

C. Personnel

25 Weights

1. Suitability of qualifications of proposed Principal Investigator to manage this task.
2. Extent and relevance of experience and expertise of other

personnel in performing the task as detailed in the work scope.

D. Organizational Experience and Expertise

20 Weights

1. Degree of success in raising pathogen-free rodents.
2. Extent and adequacy of offeror's experience and expertise in the production of the highest quality rodents.
3. Adequacy of proposed system for cost reimbursement including laboratory animal and repository material shipments.
4. Adequacy of Safety Procedures
5. Offeror's experience and success in carrying out health and genetic monitoring.
6. Extent of offeror's efforts to maintain high level of organizational experience and expertise through retention of incumbent contractor's staff
7. Offeror's experience in organizing and maintaining inventory records as they relate to samples in long-term storage settings.
8. Offeror's experience in long term storage of temperature sensitive samples (e.g. tumor fragments, sperm, ovaries, embryos).

Total 100 Weights

5. **PAST PERFORMANCE FACTOR**

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

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

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

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

The past performance subfactors are listed below in order of relative importance. These subfactors will be used to evaluate the quality of past performance.

Past Performance Subfactors

Record of conforming to specifications and to standards of good workmanship

Record of forecasting and controlling costs under cost-reimbursement contracts

Adherence to contract schedules, including the administrative aspects of performance

Reputation for reasonable and cooperative behavior and commitment to customer satisfaction

Business-like concern for the interest of the customer

6. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

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

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. Evaluation of SDB participation will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

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

SOLICITATION ATTACHMENTS INCLUDED WITH THE RFP

The following pages include Attachments applicable to this RFP as specified in SECTION J - List of Attachments

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

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

**"RFP NO. N02CM62401-96
TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"**

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

NUMBER OF COPIES

TECHNICAL PROPOSAL: **ORIGINAL* AND Ten (10) COPIES TO:**

BUSINESS PROPOSAL: **ORIGINAL* AND Ten (10) COPIES TO:**

If hand-delivered or delivery service

Contract Specialist
Management Operations and Support Branch
NCI-Frederick
Bldg. 427, Room 10
Frederick, MD 21702-1201

If using U.S. Postal Service

Contract Specialist
Management Operations and Support Branch
NCI-Frederick
Bldg. 427, Room 10
Frederick, MD 21702-1201

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the Rockville, Maryland address. Any package sent to the Rockville address via this service will be held at a local post office for pick-up. The Government is not responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

STATEMENT OF WORK

“Primary Rodent Production and Support Center”

A. BACKGROUND

The National Cancer Institute (NCI) administers a program to produce laboratory animals in support of many NCI/NIH research activities. These include NIH on-campus laboratories, NCI/NIH-funded research contractors, NCI/NIH-funded grantees, other governmental agencies as well as collaborators in foreign countries. The animal production program is managed by the Biological Testing Branch (BTB), Developmental Therapeutics Program (DTP), Division of Cancer Treatment and Diagnosis (DCTD). The production of genetically-defined and pathogen-free laboratory animals requires strict barrier building and isolator operations to provide the required quality of animals. The quality of this effort is of critical importance in order to minimize variables within experimental studies. Animals are provided to support research in the cause and treatment of cancer, infectious diseases, metabolic diseases, bioterrorism threats and other nationally recognized health issues.

The Biological Testing Branch manages the DTP Tumor Repository and the DTP Natural Products Repository. The Repositories support DTP, as well as other intra- and extramural drug discovery programs. This is done by the receipt, storage and shipping of samples of tumor cells, tumor fragments, rodent tissues, raw materials and chemical extracts. This effort provides qualified researchers with tissues and test materials for use in rodent models of cancer, metabolic diseases and infectious diseases.

B. PROGRAM OBJECTIVE

The production of the highest quality rodents free from pathogenic organisms is the primary objective of this effort. None of the production requested in this award will be permitted to be performed at a location known to produce laboratory animals with pathogenic organisms.

The receipt, storage, and shipping of tumor cells, tumor fragments, rodent tissues, raw materials and chemical extracts is essential in the support of intra- and extramural drug discovery and development programs. The growth and distribution of experimental tumors, free from pathogenic organisms, and with a known history of origin and performance characteristics is also a primary objective of this effort. Similarly, the storage and cataloging of natural products for distribution to various scientific endeavors is not available elsewhere in the research community. Finally, the repository is expected to provide support for the cryopreservation and storage of rodent foundation stock. This will allow development of a new paradigm for establishing and maintaining rodent foundation colonies.

C. STATEMENT OF WORK

The contract shall be at the following mouse cage equivalent levels. A mouse cage equivalent refers to a shoe box type cage approximately 7½"x11½"x5" high. For this effort the contractor shall supply all necessary personnel and materials as needed to operate and maintain a Primary Animal Production Center in accordance with the Statement of Work detailed below.

The Contractor shall supply all barrier and isolator facilities as necessary to support the level of production as stated below, and shall successfully transition all animals and materials to the off-site production location.

Specifically the Contractor shall:

1. Maintain Mouse Cage Equivalents in a **Barrier Room** Production Environment

- Maintain approximately 1,400 mouse cage equivalents as a pedigreed brother x sister foundation colony.
- Maintain approximately 1,600 mouse cage equivalents as a pedigreed brother x two sister pedigreed expansion colony.
- Maintain approximately 16,500 mouse cage equivalents mated one male to two females as a production colony.
- Maintain approximately 14,000 mouse cage equivalents for holding stock.
- Maintain approximately 1,200 cages equivalents for timed mated pregnant production.

The total mouse cage equivalents for the **barrier rooms** are 34,700 cage equivalents.

2. Maintain Mouse Cage Equivalents in an **Isolator** Production Environment.

- Maintain approximately 455 mouse cage equivalents for breeding foundation colony mice and rats in defined isolator environments.
- Maintain approximately 4450 cage equivalents for breeding immune deficient mice in defined isolator environments.
- Maintain approximately 1490 cage equivalents in isolators or micro-isolation cages for holding stock.

The total mouse cage equivalents for the **isolators** are 6,395 cage equivalents.

3. Fulfillment of Production Requirements

In order to carry out the production requirements the contractor shall:

- a. Receive breeding starts for propagation into foundation, pedigreed expansion or production colonies of inbred strains and outbred stocks, as arranged by the Project Officer.
- b. Breeding stock will be supplied by the Government at no cost to the contractor. All breeding stock and their offspring are the property of the U.S. Government. Disposition of all animals will be determined weekly by the Project Officer.
- c. Pedigree procedures shall be approved by the Project Officer. Minimum requirements are:
 - Individual male and female cage cards for foundation colony.
 - Pedigree Log Book
 - Pedigree Chart
 - All cages, breeding and stock are to be identified with a cage card that contains the following at a minimum:
 - Strain
 - Sex
 - Date of Birth

- Parents, if applicable
- d. Maintain animal colonies free of all recognized pathogens including, but not limited to: PVM, Re03, GDVII, Polyoma, MVM, Ectromelia, Sendai, MHV, and RCV (Viruses), Mycoplasma, MNV, Helicobacter, and unacceptable bacteria and parasites.
- e. Pasteurize/sterilize and/or irradiate all the feed and water entering the barriers and isolators.
- f. Sterilize all bedding, cages, and supplies entering the barriers and isolators.
- g. Control temperature and humidity, and provide a system for constant monitoring of same in all barriers and isolators.
- h. Maintenance of mouse cage equivalents will be documented by the reports designated in the Reporting Requirements and Deliverables articles. Submit weekly and monthly reports to the Project Officer as per the attached Exhibits A - D.
- i. Bill and collect for grantee shipments and credit such collections to the contract as authorized by the Project Officer in accordance with the Recipients Reimbursement Procedures.
- j. Provide to the Biological Testing Branch (BTB) by Tuesday of each week, a count of the animals available for shipment the following week. The contractor will receive faxed, e-mailed or telephoned instructions from the Project Officer as to the disposition of the animals available for shipment.
- k. For barrier production, maintain animals in a maximum barrier room environment separate from contractor's commercial colonies.
- l. Perform barrier production in more than one barrier room in order to prevent the total loss of all colonies should a contamination or any type of disaster occur.
- m. Government isolator colonies can be housed in the same area as commercial colonies. However, they should be identified in a manner that clearly separates the government and commercial colonies.
- n. The isolators used for the foundation and production colony mice and rats must have approval of the Project Officer. This approval will relate to the following factors:
 1. Type of material, design and filtration.
 2. Method of sterilization of isolators and supplies including water.
 3. Procedure for supply entry.
 4. Procedure for animal shipment.
- o. Supply pedigreed starts to other NCI Animal Production Program contracts.
- p. Selections of supplies to be utilized in the performance of this effort shall have Project Officer Approval.

4. Shipping Requirements

- a. Transport animals to consignees or the nearest available airport in environmentally-controlled trucks dedicated to transporting pathogen-free rodents. At least ninety (90) percent of all animal shipments shall be transported in environmentally controlled trucks that transport animals nationwide. Not more than ten (10) percent of all animal shipments are to be delivered via airport transportation.
- b. All animals shall be shipped in wire-lined filtered boxes as instructed by the Project Officer. Such boxes must be filtered in a manner that protects the animals from potential pathogens during transit.
- c. The capability to provide boxes with observation windows is mandatory for those boxes used to ship animals to foreign countries.

- d. Deliver animals to the NCI-Frederick and NIH campus in environmentally-controlled trucks dedicated to transporting pathogen free rodents on a minimum of a twice weekly schedule. Multiple deliveries are required in order to provide investigators with one and two day old pups.

5. Animal Monitoring

The contractor shall have sufficient in-house professional staff capable of monitoring all animal colonies for their health status at all locations where the contract would be performed. At a minimum the health monitoring program shall have the capability to test monthly for the following unless otherwise designated.

Sendai	Reovirus Type 3
Pneumonia Virus of Mice	Lymphocytic Choriomeningitis Virus
Minute Virus of Mice	Epizootic Diarrhea of Infant Mice*
Mouse Hepatitis Virus	Polyoma Virus*
Theiler's meningoencephalitis Virus (TMEV)	Ectromelia Virus
Mouse Cytomegalovirus*	Mouse Adenovirus**
Mouse Parvo Virus	Encephalitozoon Cuniculi**
Mouse Pneumonitis Virus**	Hantaan Virus**
Mouse Thymic Virus**	Mycoplasma spp.
H. Hepaticus (PCR)	Rat Respiratory Virus (RRV)*
Murine Norovirus	Coronavirus (RCV)
Toolan H-1 Parvovirus (H-1)	Kilham Rat Virus (KRV)
Rat Parvovirus (RPV)*	CAR bacillus**
Mycoplasma pulmonis*	Pneumocystis carinii*
Coryneform bovis**	

*It is expected that the above are tested for at least every three months.

**It is expected that the above are tested for at least every twelve months.

The ability to test mice by means of biochemical markers is also a requirement of the recipient of this award.

In addition, the recipient of this contract award must have the capability to ship animals, serum, and fecal samples to other NCI diagnostic contractors as scheduled by the Project Officer.

In-house professional staff capable of providing pathology/histology diagnostic services is also a requirement of the recipient of this award.

6. General Colony Requirements

The following will be determined by the Project Officer.

- a. Strains produced
- b. Colony sizes
- c. Breeder ratios (male x female)
- d. Retirement/rotation schedules

- e. The number of lines and families per line.

7. Corporate Support/Services

- a. The Contractor shall provide a web site for health monitoring reports to the biomedical research community. This is accomplished by collecting and collating the weekly health data from the various NCI funded diagnostic laboratories. These reports must be updated at a minimum of every 2 weeks.
- b. The Contractor must have in-house capabilities to perform health monitoring and genetic monitoring as a back up/confirmation of all diagnostic testing performed by NCI funded health and genetic monitoring. This must be supported by an in-house boarded pathologist and appropriate laboratory animal medicine support staff. Also, the in-house capability must be supported by in-house professionals specializing in virology and immunology.

8. Surgical Procedures

- a. Perform approximately 4,000 surgical procedures as requested by investigators on animals prior to shipping. The surgeries shall include but not be limited to castration, ovariectomy, thymectomy, vasectomy, jugular vein cannulation.
- b. Surgeries must be performed using aseptic techniques and in such a manner as to not compromise the health status of the animal.

9. Repository Services

- a. The Contractor shall perform all tasks necessary to maintain the DTP Repositories including both a tumor and a natural products repository including coordination with NCI and other contractor staff as well as NIH and extramural investigators.
- b. The Contractor shall receive requests to ship tumor samples, answer inquiries regarding the shipments, prepare the instructional documents, prepare billing invoices and receive the resulting reimbursements, obtain necessary shipping releases and permits, package the order and arrange for overnight delivery or other relevant shipping services to provide for the timely delivery of the temperature sensitive samples.
- c. The Contractor shall provide the necessary communications with the Fish & Wildlife Service and the USDA Permit Unit to allow for the legal importation and receipt of raw materials collected worldwide for storage at the Natural Products Repository and for shipments of materials from the Repository to international recipients.
- d. The Contractor shall support the conduct of tours of the Repository by various news organizations, NCI personnel, Foreign Dignitaries and others designated by DTP staff. During these tours the operational protocols of the Repository and its unique inventory must be explained so that a non-scientific audience can comprehend the unique nature of the Repository.
- e. Specifically, the Contractor shall provide the staff necessary to maintain the Natural Products Repository (NPR) and its services as follows:
 - i. The NPR supports the DTP, as well as the other intra-and extramural drug discovery programs. The contractor shall store both raw materials and chemical extracts. Extracts amounts to 750,000 plus vials and bottles and 50,000 plus

- 96/384 well plates. Raw materials are 500 plus frozen specimens and 15,000 plus dries specimens, and 8000 plus ground specimens.
- ii. The contractor will transfer sample of all types upon electronic request from approved requestors, to approved investigators within and outside of NIH. Most requests will emanate from NPB/DTP, though there will be a constant flow to/from the SAIC NPSG laboratories usually requested by that group.
 - iii. Complete extract sets (approximately 2100 plates/set) may be stored (usually two or three sets) before and after irradiation for specific assays.
 - iv. Over 8000 distinct plates and 2000 extract vials have been shipped to investigators over the last two calendar years. This shipment rate is expected to remain reasonably stable for the next 2 calendar years.
 - v. The contractor shall receive and store extracts prepared by the NPSG and other NCI-supported groups, which may exceed 2000 samples per year.
 - vi. The contractor shall maintain a plant and marine invertebrate voucher collection (currently over 80,000 voucher samples) with approximately 5000 accessions per year.
 - vii. The contractor shall provide all of the necessary services in support of the NPR, including but not limited to, receipt and weighing of raw materials, storage at -20°C of all materials, computerized inventories of all samples, transfer and receipt of all type of materials and the necessary data entry.
 - viii. Currently the NPR utilizes NPRSS as its storage and retrieval system. This is a specific system designed and maintained by DTP and will continue to be utilized for the repository unless DTP decides otherwise.
 - ix. Since the existing data storage and processing needs, including but not limited to inventory and shipping, are the foundation upon which operations and decision-making are based, the contractor must provide updates to the records system in a time frame consistent with program information needs.
 - x. The contractor shall provide and maintain relevant, accurate and current records such as identity, inventory and shipping records for all materials in stock (and subsequently provided by NCI).
- f. Specifically, the Contractor shall provide the staff necessary to maintain the Tumor Repository (TR) and its services as follows:
- i. The TR supports the DTP, as well as other intra- and extramural research programs. The contractor shall store cryopreserved samples of tumor cells, tumor fragments, rodent tissues, and other samples requested by DTP. In addition, the contractor shall store preserved TARP slides prepared from tumor cells or tissues for distribution. The present inventory consists of approximately 59,204 cryovials containing tumor fragments, cell lines or yeast and 320 TARP slide sets.
 - ii. The contractor will transfer samples upon request from staff within the Biological Testing Branch, to approved investigators within and outside of NIH.
 - iii. The contractor shall receive and store tumor or tumor cell samples prepared by laboratories at NCI-Frederick at the request of BTB staff. In addition, tissue samples from toxicologic evaluations of experimental drugs will be

- cataloged and stored as requested by the Toxicology and Pharmacology Branch, DTP.
- iv. The contractor shall provide all of the necessary services in support of the TR, including but not limited to, receipt of cryopreserved samples for storage at ultralow temperatures, computerized inventories of all freezer contents, transfer and receipt of all documentation necessary to ship samples to intra- and extramural laboratories.
 - v. The electronic inventory system used to catalog and track all cryopreserved samples will be selected and approved by staff within DTP in consultation with the contractor staff.
 - vi. Since the electronic records, including but not limited to inventory and shipping, are the foundation upon which the Repository operates, the contractor shall provide updates to the records system in a time frame consistent with program information needs.
 - vii. The contractor shall provide and maintain relevant, accurate and current records such as identity, inventory and shipping records for all materials in stock (and subsequently provided by NCI).
- g. The Contractor shall provide the staff necessary to maintain the overall Repository functions follows:
- i. Provide relevant OSHA reports.
 - ii. Maintain Tier II and TRI chemical usage reporting forms.
 - iii. Provide relevant health and safety reporting.
 - iv. Provide necessary property management to insure the integrity of the operation and security of Federal Properties.
 - v. Provide for relevant equipment certification, validation and provide emergency response and follow-up in the event of equipment failure.
 - vi. Provide relevant back-up generator documentation and maintenance.
 - vii. Provide necessary administrative support to allow smooth operations of the repositories.
 - viii. Provide the documentation and means necessary to allow shipments of products both within and outside of the United States.
 - ix. Provide fiscal oversight so the operational costs for both repositories are tracked adequately.
 - x. Provide the necessary infrastructure to recover operational costs for samples distributed to outside recipients.

<u>ROOM</u>	<u>DECAL</u>	<u>SEARCH</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>ITEM</u>
<u>LOC</u>	<u>NUMBER</u>	<u>NOUN</u>	<u>NAME</u>	<u>NUMBER</u>	<u>NUMBER</u>	<u>COST</u>
B	C123548	FREEZER	NORFAB	20X14X17	00B10590RFN-1B	66,300.00
D	C123549	FREEZER	NORFAB	20X14X17	00B10590RFN-1D	66,300.00
F	C123550	FREEZER	NORFAB	20X14X17	00B10590RFN-1F	66,300.00
H	C123551	FREEZER	NORFAB	20X14X17	00B10590RFN-1H	66,300.00
J	C123552	FREEZER	NORFAB	20X14X17	00B1059RFN-1J	66,300.00
L	C123554	FREEZER	NORFAB	20X14X17	00B1059RFN-1L	66,300.00
LUNCH	S050803	WATER COOLER	OASIS	BPBH1SK	149622126	130.00
MEZZ	C114992	PRINTER	H/P	III	3221a48704	1,510.00
MEZZ	S048033	COMPUTER	DELL	MMS	2HRQD01	2,000.00
MEZZ	S048034	MONITOR	DELL	1702FP	MX08G1524760536RABXZ	500.00
MOBILH	C112740	TRUCK	FORD	F150	HHS-C948	8,652.00
MOBILEH	S058421	PHONE	VERIZON	VX10	302KS1170209	105.00
N	C123555	FREEZER	NORFAB	20X14X17	00B10580RFN-1N	66,300.00
P	C123556	FREEZER	NORFAB	20X14X17	00B10580RFN-1P	66,300.00
R	C123557	FREEZER	NORFAB	20X14X17	00B10580RFN-R	66,300.00
T	C123558	FREEZER	NORFAB	20X14X17	00B10580RFN-T	66,300.00
U	C123553	FREEZER	BALLY	4278	DX9020539-01	66,300.00
101	C125357	COPIER	CANON	C6230	NGM10544	0.00
101	S043992	FACSIMILE	CANON	7000	UBY17634	285.00
101	S054107	COMPUTER	DELL	MCT2	2F2DM21	1,200.00
101	S054110	MONITOR	DELL	1800FP	MX07R477483233Q075R	700.00
101	S056633	PRINTER	HP	695C	CN93C1222S	145.00
101	S057317	COMPUTER	DELL	DMC	DH0VD51	1,200.00
101	S057318	MONITOR	DELL	1901FP	CN05Y23271618450AMS59	400.00
101	S058256	PRINTER	H/P	DESKJECT 5850	MY3770N1KH	149.00
101	S059029	PRINTER	H/P	OFFICEJET 7210	MY527D721J	297.00
102	C116263	PRINTER	H/P	IV	USBC172930	1,477.00
102	S053801	COMPUTER	DELL	DHS	3399121	1,127.00
102	S053802	MONITOR	DELL	1702FP	MX08G152476052A1D2QA	700.00
103	C112742	BALANCE	METTLER	4600	G45969	1,375.00
103	C112745	BALANCE	METTLER	4600	F55309	1,362.00
103	C116876	PRINTER	H/P	4	USBC176341	1,410.00
103	C117398	BALANCE	METTLER	PM4800	N53993	1,836.00
103	C118173	PRINTER	H/P	4	USTC132578	1,287.00

103	S054105	COMPUTER	DELL	MCT2	JF2DM21	1,200.00
ROOM	DECAL	SEARCH	MANUFACTURER	MODEL	SERIAL	ITEM
LOC	NUMBER	NOUN	NAME	NUMBER	NUMBER	COST
103	S054106	COMPUTER	DELL	MCT2	BF2DM21	1,200.00
103	S054108	COMPUTER	DELL	MCT2	5F2DM21	1,200.00
103	S054109	MONITOR	DELL	1800FP	MX07R4774832332Q075N	700.00
103	S054131	MONITOR	DELL	1800FP	MX07R4774732332Q075S	700.00
103	S054112	MONITOR	DELL	1800FP	MX07R4774832332Q075M	700.00
103	S055721	PRINTER	H/P	OFFICEJECT 6110	MY380H72D7	325.00
103	S057647	PRINTER	H/P	1300	CNBJS13934	393.00
103	S057648	PRINTER	H/P	1300	CNBJB67973	393.00
105	S039974	OVEN	GE	JE1240WW001	SR93675D	155.00
105	S047003	REFRIGERATOR	GE	TBX18HWH	R2760003	436.00
107	S033968	BUFFER	TORNADO	98480	BBT-8011	805.00
108	C109293	CONTROLLER	CRYO	1010	860801F	6237.00
108	C115484	FREEZER	CRYO	990C	51409-16	9398.00
108	C126880	FREEZER	SANYO	MDF-793C	50405416	0.00
108	C126881	FREEZER	SANYO	MDF-793C	50405415	0.00
108	C126960	FREEZER	SANYO	MDF-793C	50506086	0.00
108	C126961	FREEZER	SANYO	MDF-793C	50709023	0.00
108	S033112	VACUUM	TORNADO	260	19433	955.00
108A15	C124894	FREEZER	THERMO FORMA	8270	1000061233	10453.00
108A16	C122315	FREEZER	FORMA	7406	1373622	10236.00
108A17	C123421	FREEZER	MVE	XLC1841	CEPJ99M105	12202.00
108A18	C114883	FREEZER	MVE	XLC1840	JGA92G103	10920.00
108A19	C103145	FREEZER	MVE	1840	DOA89M103	17320.00
108A20	C103585	FREEZER	TAYLOR WHARTON	27K	569-001-F5	11930.00
108A21	C103584	FREEZER	TAYLOR WHARTON	27K	569-003-F4	11930.00
108A22	C1031586	FREEZER	TAYLOR WHARTON	27K	569-005-F5	11930.00
108A23	S049950	FREEZER	THERMO FORMA	8539	800184111	600.00
108A24	C125391	FREEZER	MVE	1830HE-F	CEMVO2M106	21864.00
						901329.00

C	C117363	HOOD	LAMINAR FLOW	NU602600	56233	1030	B	0640202111	4/A	12/02/1993
C	C122806	HOOD	CLASS II 6 FT	NU-602-600	80754AFZ	1030	B	0640202111	4/A	01/06/1999
X	C120666	ISOLATOR	LEFT HAND PORT	3FT	WHITE	1038	A	0640202111	4/A	02/12/1996
X	C120667	ISOLATOR	RIGHT HAND PORT	3FT	WHITE	1038	A	0640202111	4/A	02/12/1996
C	C122192	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1038	A	0640202111	4/A	08/29/1997
C	C122857	ISOLATOR	RIGHT HAND PORT	8 FT	LT.BLUE	1038	A	0640202111	4/A	02/09/1999
C	C123691	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1038	A	0640202111	4/A	07/24/2000
C	C125897	ISOLATOR	RIGHT HAND PORT	3FT.	LT. BLUE	1038	A	0640202111	N/A	01/21/2004
C	C122471	ISOLATOR	LEFT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122472	ISOLATOR	RIGHT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122473	ISOLATOR	RIGHT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122474	ISOLATOR	RIGHT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122476	ISOLATOR	LEFT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122477	ISOLATOR	LEFT HAND PORT	6 FT.	WHITE	1038	B	0640202111	4/A	05/07/1998
C	C122553	ISOLATOR	LEFT HAND PORT	6FT	LT.BLUE	1038	B	0640202111	4/A	08/19/1998
C	C122554	ISOLATOR	RIGHT HAND PORT	6FT	LT.BLUE	1038	B	0640202111	4/A	08/19/1998
C	C123113	ISOLATOR	LEFT HAND PORT	8FT.	LT.BLUE	1038	B	0640202111	4/A	08/30/1999
C	C123478	ISOLATOR	RIGHT HAND PORT	6FT	WHITE	1038	B	0640202111	4/A	02/14/2000
C	C123693	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1044	A	0640202111	4/A	07/24/2000
C	C124842	ISOLATOR	RIGHT HAND PORT	6FT.	LT.BLUE	1044	A	0640202111	4/A	12/27/2001
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C	C124849	ISOLATOR	LEFT HAND PORT	6FT.	LT.BLUE	1044	A	0640202111	4/A	12/28/2001
C	C124851	ISOLATOR	LEFT HAND PORT	6FT.	LT.BLUE	1044	A	0640202111	4/A	12/28/2001
C	C125456	HOOD	CLASS II A/B3 6FT	NU-602-600	83591042403	1044	A	0640202111	4/A	05/02/2003
C	C124857	ISOLATOR	LEFT HAND PORT	8FT.	LT.BLUE	1044	1	0640202111	4/A	12/28/2001
C	C124858	ISOLATOR	LEFT HAND PORT	8FT.	LT.BLUE	1044	1	0640202111	4/A	12/28/2001
C	C124859	ISOLATOR	RIGHT HAND PORT	8FT.	LT.BLUE	1044	1	0640202111	4/A	12/28/2001
C	C124860	ISOLATOR	RIGHT HAND PORT	8FT.	LT.BLUE	1044	1	0640202111	4/A	12/28/2001
C	C120663	ISOLATOR	LEFT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	02/12/1996
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C	C120665	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	02/12/1996
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C	C122181	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	08/29/1997
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C	C122185	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	08/29/1997
C	C122186	ISOLATOR	LEFT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	08/29/1997
C	C122187	ISOLATOR	LEFT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	08/29/1997

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C	C122865	ISOLATOR	LEFT HAND PORT	8 FT	LT.BLUE	1075	102	0640202111	4/A	02/09/1999
C	C123109	ISOLATOR	LEFT HAND PORT	8FT	LT.BLUE	1075	102	0640202111	4/A	08/30/1999
C	C123110	ISOLATOR	LEFT HAND PORT	8FT	LT.BLUE	1075	102	0640202111	4/A	08/30/1999
C	C123111	ISOLATOR	RIGHT HAND PORT	8FT	LT.BLUE	1075	102	0640202111	4/A	08/30/1999
C	C123112	ISOLATOR	RIGHT HAND PORT	8FT	LT.BLUE	1075	102	0640202111	4/A	08/30/1999
C	C123474	ISOLATOR	LEFT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	02/14/2000
C	C123475	ISOLATOR	LEFT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	02/14/2000
C	C123476	ISOLATOR	RIGHT HAND PORT	8FT	LT. BLUE	1075	102	0640202111	4/A	02/14/2000
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C	C124861	ISOLATOR	RIGHT HAND PORT	8FT.	LT.BLUE	1075	102	0640202111	4/A	12/28/2001