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NeuroBioBank (NBB) Communications and Outreach Services

ACTIVEContract Opportunity

Notice ID

75N95022Q00433

Related Notice

75N95022R00018

Department/Ind. Agency

HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Sub-tier

NATIONAL INSTITUTES OF HEALTH

Office

NATIONAL INSTITUTES OF HEALTH NIDA

General Information

Contract Opportunity Type: Solicitation (Original)

All Dates/Times are: (UTC-04:00) EASTERN STANDARD TIME, NEW YORK, USA

Original Published Date: Jul 14, 2022 03:26 pm EDT

Original Date Offers Due: Aug 05, 2022 05:30 pm EDT

Inactive Policy: Manual

Original Inactive Date: Aug 05, 2022

Initiative:

None

Classification

Original Set Aside:

Product Service Code: R701 - SUPPORT- MANAGEMENT: ADVERTISING

NAICS Code:

541715 - Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

Place of Performance:

Description

Please see solicitation attached.

#### Attachments/Links

Download All Attachments/Links

#### Attachments

Document	File Size	Access	Updated Date
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RFP_75N95022Q00433.pdf (opens in new window)			
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4 MB

Public

Jul 14, 2022

info alert

Please Request Role: This opportunity has controlled attachments. You need a role to access them.

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#### History

Jul 14, 2022 03:26 pm EDT

Solicitation (Original)

Jan 17, 2022 11:55 pm EST

Sources Sought (Inactive)

## COMBINED SYNOPSIS / SOLICITATION COMPETITIVE

**NIH-NINDS-CSS-75N95022Q00433**

**TITLE:** NeuroBioBank (NBB) NBB Communications and Outreach Services

### Introductory Statement

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The Government reserves the right to make one award, multiple awards, or no awards as a result of this solicitation.

### Solicitation Number and Authority

The solicitation number is **NIH-NINDS-CSS-75N95022Q00433** and the solicitation is issued as a Request for Quotation (RFQ).

This acquisition is for a commercial item or service and is conducted under the authority of the FAR Part 13—Simplified Acquisition Procedures; FAR Subpart 13.5—Simplified Procedures for Certain Commercial Items; and FAR Part 12—Acquisition of Commercial Items and is expected to exceed the simplified acquisition threshold.

### Applicable Federal Acquisition Circular

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2021-07, dated August 11, 2021.

### NAICS Code and Small Business Standard

The associated NAICS code is 541715 (Research and Development in Physical, Engineering and Life Sciences (except Biotechnology)).

### Anticipated Contract Type

The Government intends to award a Firm Fixed Price Contract with Options to Extend the Term of the Contract.

### Description of Requirement

NeuroBioBank (NBB) seeks to create a communications and outreach functional unit, which will engage in outreach efforts to the general public, brain and nervous system research and disease advocacy groups, rare disease communities, and minority and underserved health disparity populations. Through participation in events, exhibits, presentations and effective

partnerships with stakeholders across the country, the Contractor will provide materials to educate, inspire family conversations, and increase brain donor pre-registration, as well as facilitate donor referral to the NBB's Brain and Tissue Repositories (BTRs) for full donor registration. The Contractor will also work with potential brain donors and their families to navigate the brain donation process, and serve as a liaison between donors, their families and the NBTRs. Funding will support services including but not limited to:

1. Creating and developing a wide range of communications materials from print to digital, including exhibits, presentations, and newsletters.
2. Cultivating existing national partnerships and developing new ones with private sector participants and highly visible national organizations.
3. Outreaching to scientists and targeted audiences including hospitals, physicians, social workers, religious and community social leaders, and end-of-life professionals.
4. Establishing a pre-registration/referral program and registry of individuals interested in tissue donation via NBB, as well as making recommendations for maintenance, and integration of the donor registry with NBB operations.
5. Providing access to and collaboration with national and regional/local media for outreach placement.
6. Providing meaningful data and evaluation on all outreach efforts and referrals.
7. Creating a multifaceted communications strategy including media relations and social media management.

The overall goal is to raise public awareness of the need for and value of tissue donation for understanding brain disorders and to facilitate NeuroBioBank (NBB) achieving its goal of increasing the availability of human diseased and control brains and related biospecimens for neuroscience research. The Contractor shall have demonstrated experiences in national communications efforts. The Contractor shall have established relationships with national organizations who can serve as partners for NBB campaigns. The Contractor shall have demonstrated relationships with individuals in the national and trade media and the ability to place stories. There may be a requirement for culturally sensitive materials for underserved audiences. The Contractor must demonstrate the ability to serve a variety of communications needs simultaneously for NBB through a demonstrated breadth of services. The Contractor must have experience communicating about sensitive topics such as death and dying as well as neuroscience research and the importance of brain tissue donations.

Please refer to **Attachment #1 - Statement of Work (SOW)** for complete details and specifications.

#### **For Proposal Purposes:**

#### **Level of Effort:**

The estimated hours per labor category and estimated tools/materials are for budgeting purposes only. The number of hours used for each category and quantity of tools/materials needed may exceed or be less than the estimate, as long as the contract maximum aggregate dollar amount is not exceeded. The total estimated for the base and each option year is 14,850 hours (2,970 hours per each period).

The Contract is planned as fixed price, and the Contractor will not be reimbursed for any work performed in excess of the contract maximum aggregate dollar amount.

The labor rates shall be fully burdened rates to include all direct and indirect costs associated with providing services. The work shall be performed at the Contractor site unless otherwise stated.

Contract Line Item Description	Base Period		Option Year Two		Option Year Three		Option Year Four		Option Year Five	
	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit	Quantity	Unit
Project Manager (50% Effort)	990	Hours	990	Hours	990	Hours	990	Hours	990	Hours
Communications Consultant I (50% Effort)	990	Hours	990	Hours	990	Hours	990	Hours	990	Hours
Outreach Specialist I (25% Effort)	495	Hours	495	Hours	495	Hours	495	Hours	495	Hours
Information System (Application Developer) (25 % Effort)	495	Hours	495	Hours	495	Hours	495	Hours	495	Hours

### Period and Place of Performance

**Period of Performance:** The anticipated period of performance is a one-year base period from the effective date of award and four (4) subsequent one-year option periods as follows:

**Base Period:** September 30, 2022 – September 29, 2023  
**Option Period One:** September 30, 2023 – September 29, 2024  
**Option Period Two:** September 30, 2024 – September 29, 2025  
**Option Period Three:** September 30, 2025 – September 29, 2026  
**Option Period Four:** September 30, 2026 – September 29, 2027

**Place of Performance:** The primary place of performance shall be the Quoter's site. Conference calls and email shall be the primary mode of communication; however, the Quoter may be required to work at Government facilities in the continental United States, primarily Bethesda, MD, on an as-needed basis.

### Applicability of FAR clause 52.212-1

The provision at FAR 52.212-1, Instructions to Offerors – Commercial Items (SEP 2021), applies to this acquisition. The following instructions are included as an addendum.

As described in **Attachment #4 – Evaluation Criteria**, technical evaluation of quotes submitted in response to this solicitation shall take place in two phases.

### Evaluation Criteria

All complete proposals submitted will be evaluated by a Technical Evaluation Panel.

The Government will award a contract resulting from this requirement on the basis of best value to the Government, technical criteria, price, and past performance considered. Technical and past performance, when combined, are significantly more important than cost or price. The Government may consider best value tradeoffs in its final award determination.

## A. Technical Evaluation Criteria

The evaluation of each Offeror's technical proposal will be based on the five technical factors and their respective point values listed below.

### Technical Factor Points

Technical Factor	Points
1. Understanding of the Work and Task Objectives	10
2. Technical Approach	30
3. Management Plan and Organizational Capability	10
4. Personnel Qualifications	20
5. Past Performance	30
<b>Total</b>	<b>100</b>

#### Technical Factor 1. Understanding of the Work and Task Objectives - 10 points

The Offeror's proposal must demonstrate a thorough understanding of the goals of the NIH NeuroBioBank (NBB), which are to increase the availability of human diseased and control brains and related biospecimens for understanding brain disorders and to facilitate the distribution of high-quality, well-characterized human post-mortem brain tissue to the research community.

The Offeror must also demonstrate a clear awareness of the communication and outreach services required by NINDS to support the Brain and Tissue Repositories (NBTRs) as described in the Statement of Work (SOW).

The clarity, style, and format of the proposal will be considered as an indication of the Offeror's capability in development and creation of communications materials targeted at the general public as well as to relevant segments of the population, such as patient advocacy groups, outreach to scientific communities, and establishment of a pre-registration/referral program and registry of tissue donation via BTRs.

#### Technical Factor 2. Technical Approach - 30 points

The technical approach criterion will be evaluated on the proposed systems and methods the Offeror will use to accomplish the tasks in the SOW. The technical approach should demonstrate the Offeror's ability to develop and maintain an Information System Data Base (donor registry) and a public outreach website to provide clear, accurate and timely communication, as well as ability to provide information systems security that meets standards and requirements set by NINDS in the RFP. The technical approach should also demonstrate innovative planning and creative problem solving and provide details about the methods to be used to satisfactorily complete the work. The Offeror's technical approach should demonstrate that the achievement of timely and satisfactory performance of the work is feasible and reasonable. The technical approach must show that the Offeror is able to commit adequate time and resources to successfully perform the work contemplated in the SOW.

#### Technical Factor 3. Management Plan and Organizational Capability - 10 points

This criterion will be evaluated on the completeness, practicality, and feasibility of the proposed management plan to conduct, manage, and coordinate resources to ensure successful

performance of the tasks outlined in the SOW. The Offeror's proposal must present a management plan that clearly describes the procedures for assuming responsibility for the contract while ensuring uninterrupted performance of multiple tasks simultaneously. Plans for coordination of activities and communication with the NINDS Contracting Officer's Representative (COR) will be evaluated on how well they ensure and enhance performance and include the availability of offeror's personnel to regularly discuss project tasks with the NINDS COR or his/her representative.

An organizational chart delineating the lines of authority and reporting responsibilities of proposed personnel, as well as plans for quality control of work deliverables will be evaluated for appropriateness and effectiveness.

The proposal will also be evaluated for the quality of the Offeror's organizational capabilities.

#### **Technical Factor 4. Personnel Qualifications – 20 points**

The Offeror's proposal must show that the proposed personnel represent professionals with experience and training in the following areas: management and administration, strategic planning for tissue donation outreach, program planning and development for communications about tissue donation, writing and editing for various audiences, public health education, community and professional outreach, and media relations. Experience in donor recruitment or working with patient advocacy organizations that promote post-mortem tissue donations is highly preferred. Resumes for each proposed personnel member shall be included.

Resumes must include experience directly related to the tasks described in the SOW. The qualifications of proposed personnel will be evaluated for capability in performing the work contemplated in the SOW, educational background, and training. Designated responsibility for this requirement will also be evaluated. This includes the experience, managerial competence and time commitment of the proposed project manager, and the experience, competence, and time commitment of other proposed personnel.

If the Offeror proposes to use subcontractors, outside consultants or specialists, the Offeror must describe their previous organizational experience in performing work similar to the work described in the SOW.

#### **Technical Factor 5. Past Performance – 30 points**

The Offeror's technical proposal must show a proven track record of planning and executing tasks similar to those in the SOW and provide information that demonstrate successful experience and capability in performing the Work. The Offeror must show experience in developing communication materials; outreaching to audience of scientists, health care providers, patients and families, and the general public on the topic of post-mortem tissue donation, preferably brain tissue donation; establishing and maintaining a patient registry; and providing media relations support that is similar to that outlined in the SOW.

### **B. Business Proposal Evaluation**

Each Offeror's Business Proposal will be evaluated for cost/price reasonableness. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to market prices. Offerors are expected to establish a reasonable price relationship between all cost/price elements. Proposed prices will also be evaluated to determine they reflect a clear understanding of the requirements and are consistent with the number of hours and labor categories in the Technical Proposal.

**Cost/Price Risk:** Risk refers to any aspect of the Offeror's proposal that could have significant negative cost consequences for the Government. Proposals will be assessed to determine whether such potential risks are present.

#### Applicability of FAR provision 52.212-2

The provision at FAR 52.212-2, Evaluation – Commercial Items (OCT 2014), applies to this acquisition. **Attachment #4 – Evaluation Criteria** is provided as an addendum.

#### Applicability of FAR provision 52.212-3

The provision at FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (FEB 2021), applies to this acquisition.

The provision and representations and certifications is included in full text at **Attachment #3 – Representations and Certifications**. **Quoter must submit a completed and signed version of this form with its response.**

#### Applicability of FAR clause 52.212-4

The clause at FAR 52.212-4, Contract Terms and Conditions – Commercial Items (OCT 2018), Alternate I (JAN 2017) applies to this acquisition and is incorporated by reference.

#### Applicability of FAR clause 52.212-5

The clause at 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEP 2021) applies to this acquisition.

FAR 52.212-5 is included in full text at **Attachment #2 - Additional Terms and Conditions**.

#### Applicability of Defense Priorities and Allocations System (DPAS)

The Defense Priorities and Allocations System (DPAS) are not applicable to this requirement.

#### Questions Regarding Solicitation

Any questions regarding this solicitation must be submitted electronically to the Contract Specialist, **Scott Duernberger**, at **scott.duernberger@nih.gov** by **5:30 PM Eastern Time on August 5, 2022**. Fax responses will NOT be accepted.

#### RFQ Attachments

Attachment #1 – Statement of Work (SOW)  
Attachment #2 – Additional Terms and Conditions  
Attachment #3 – Representations and Certifications  
Attachment #4 – Evaluation Criteria  
Attachment #5 – Invoice Submission Instructions

## STATEMENT OF WORK

### INTRODUCTION/BACKGROUND

The National Institutes of Health (NIH) NeuroBioBank (NBB), supported by the National Institute of Mental Health (NIMH), National Institute of Neurological Diseases and Stroke (NINDS), National Institute on Aging (NIA), National Institute on Drug Abuse (NIDA), and the *Eunice Kennedy Shriver* National Institute of Child Health and Human Development (NICHD) is a centralized brain and nervous system tissue resource, composed of six Brain and Tissue Repositories (BTRs) that are federated through an IT Portal ([www.neurobiobank.nih.gov](http://www.neurobiobank.nih.gov)).

The BTRs acquire, process and store postmortem brain and nervous system tissue donated by individuals from across all 50 states and distribute to researchers worldwide, facilitating an increase in knowledge about the etiology and pathogenesis of neurological, psychiatric, neurodevelopmental, and substance use disorders.

This contract is to create the NBB Communications and Outreach Services to support the BTRs. This contract is part of a strategy by the NIH to promote awareness of postmortem brain donation and the need to increase the pool of available donors to advance research and drug discovery studies into the brain in health and in diverse brain disorders.

### OBJECTIVES

NBB seeks to create a communications and outreach functional unit, which will engage in outreach efforts to the general public, brain and nervous system research and disease advocacy groups, rare disease communities, and minority and underserved health disparity populations. Through participation in events, exhibits, presentations and effective partnerships with stakeholders across the country, the Contractor will provide materials to educate, inspire family conversations, and increase brain donor pre-registration, as well as facilitate donor referral to the NBTRs for full donor registration. The Contractor will also work with potential brain donors and their families to navigate the brain donation process, and serve as a liaison between donors, their families and the BTRs.

### SCOPE AND REQUIREMENTS

#### Scope of Work

The major objectives of this communication contract are to raise public awareness of the need for and value of tissue donation for understanding brain disorders and to facilitate NeuroBioBank (NBB) achieving its goal of increasing the availability of human diseased and control brains and related biospecimens for neuroscience research. The Contractor will be expected to work collaboratively with NBB program staff and the NBTRs to ensure effective communication, donor recruitment and referral to the NBTRs, and consistency in NBB messaging, while performing the following activities:

1. Creating and developing a wide range of communications materials from print to digital, including exhibits, presentations, and newsletters.
2. Cultivating existing national partnerships and developing new ones with private sector participants and highly visible national organizations.

3. Outreaching to scientists and targeted audiences including hospitals, physicians, social workers, religious and community social leaders, and end-of-life professionals.
4. Establishing a pre-registration/referral program and registry of individuals interested in tissue donation via NBB, as well as making recommendations for maintenance, and integration of the donor registry with NBB operations.
5. Providing access to and collaboration with national and regional/local media for outreach placement.
6. Providing meaningful data and evaluation of all outreach efforts and referrals.
7. Creating a multifaceted communications strategy including media relations and social media management.

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work below.

#### **Period of Performance**

The anticipated period of performance is as follow:

Base Period	September 30, 2022 – September 29, 2023
Option Period 1	September 30, 2023 – September 29, 2024
Option Period 2	September 30, 2024 – September 29, 2025
Option Period 3	September 30, 2025 – September 29, 2026
Option Period 4	September 30, 2026 – September 29, 2027

#### **General requirements:**

The Contractor shall have demonstrated experiences in national communications efforts. The Contractor shall have established relationships with national organizations who can serve as partners for NBB campaigns. The Contractor shall have demonstrated relationships with individuals in the national and trade media and the ability to place stories. There may be a requirement for culturally sensitive materials for underserved audiences. The Contractor must demonstrate the ability to serve a variety of communications needs simultaneously for NBB through a demonstrated breadth of services. The Contractor must have experience communicating about national health programs, sensitive topics such as death and dying as well as neuroscience research and the importance of brain donor tissue.

**Specific requirements:****Task 1 Kick-Off Meeting**

Within 30 calendar days of contract award, the Contractor shall hold a meeting with the COR and all interested NIH stakeholders to discuss the implementation of the contract, including the goals, the schedule, the deliverables, and any potential issues that may arise throughout implementation and possible resolutions activities. The Contractor shall provide any materials for the meeting seven (7) calendar days before the scheduled meeting, and the COR shall provide any necessary edits or approve the materials within three (3) calendar days of receipt of the meeting materials.

**Task 2 NBB Communications Planning, Support, and Guidance****Task 2.1 Awareness and Strategic Communications**

The Contractor shall raise awareness of the need for and value of tissue donation for understanding brain disorders. The Contractor will disseminate information about NBB to an audience of scientists, health care providers, patients and families, and the general public. This outreach shall include targeted engagement of communities that are ethnically and racially underrepresented, represent rare diseases and conditions, patients and non-profit organizations, and specific clinical research groups as directed by the COR established by NIH. Within sixty (60) calendar days of the start of each contract year (if Option Years are exercised), the Contractor shall provide a list of planned engagement activities for the year and increasing the list yearly. The COR shall review the list and approve it within 10 calendar days.

As needed, the Contractor shall provide senior level strategic communications guidance to NBB. Within ninety (90) calendar days of the contract award, the Contractor shall develop a communications plan at a national level that includes formulating message concepts, identifying target audiences, and developing specific objectives, strategies, tactics, and plans of action to enable effective communications. The COR shall review the communications plan and provide approval or edits within two (2) weeks of the plan's receipt. If plan amendments are required, the Contractor shall have ten (10) calendar days from receipt to submit edits back to the COR. The COR shall review the edited plan within one (1) week of receipt. The process will be repeated until the COR approves of the plan.

**Task 2.2 Partnership Development**

The Contractor shall look for and develop new opportunities to build, brand, and sustain national partnerships and programs across many sectors - nonprofit, government, media, professional societies, community and corporate, including: Fostering partnerships with national organizations with influence and reach. Developing partnerships with groups whose products, missions and goals align with NBB. Seeking partnerships with community-based organizations, patient and advocacy organizations, hospitals/health systems, clinical trial networks, family support organizations, and regional and local community support groups that reach targeted populations. The Contractor will ensure that partners have customized materials for distribution to their communities and shall assist partner leaders with information dissemination. New partners shall be vetted and approved of by the COR after the Contractor submits in writing the name and contact information for the new partner. Funding provided for joint initiatives with new partners shall be discussed with the COR and Contracting Officer (CO) and

delineated in writing the support provided by this contract and all other supporting organizations to clearly delineate this contract's funded work and the total sum of all activities and their funding sources.

### **Task 2.3 Outreach Activities**

The Contractor shall conduct outreach to scientists and targeted audiences including hospitals, physicians, social workers, and end-of-life professionals. Specifically, the Contractor shall develop plans for exhibits and participation in up to 10 identified conferences/annual meetings of patient advocacy groups and scientific gatherings on behalf of NBB. These identified conferences/annual meetings shall be listed on the plan submitted to the COR within 60 calendar days of contract award and referenced under Task 2.1. The Contractor shall design and build a customizable booth or virtual displays for NBB and update these booths and displays as needed over the course of the contract. The Contractor shall provide personnel to staff onsite and virtual exhibit booths and interact with communities about brain and tissue donation. The Contractor shall develop slides, presentations, and handout materials to be shared with NIH/ICs, patient groups and research organizations, and deputized volunteers to deliver at local/regional levels. Presentations shall include, but are not limited to, information on the purpose of NBB, description of NBB contents, how to access NBB, and outcomes of NBB. The Contractor shall keep these presentations up-to-date throughout the contract.

The Contractor may purchase mailing lists to reach specific audiences as approved by the COR and CO.

### **Task 3 Donor Registry and NBB referral**

The Contractor shall maintain a registry of individuals interested in making post-mortem brain donations. The Contractor shall comply with the Health Information Portability and Accountability Act (HIPAA) privacy standards, standards set by the Organ Procurement and Transplant Network in association with the Organ Procurement Organizations, unique state requirements where applicable, and maintain confidentiality of human subjects and protect potential tissue donors' medical records and other personally identifiable information. The Contractor shall appropriately safeguard and protect the privacy of personal health information and set limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Contractor shall obtain and maintain a Certificate of Confidentiality issued by the National Institutes of Health and a Federalwide Assurance agreement. The Contractor shall provide secure back-up systems for the registry to prevent data loss. The Contractor will provide documentation of all steps taken to assure confidentiality of the information stored on the system, and of anti-hacking securities measures. All data shall be backed up at a minimum of every twenty four (24) hours to guarantee against loss and to track activities. The registry shall be maintained by the Contractor (or it's designee). The registry and all of the information within it will be NIH property.

The Contractor shall develop and implement strategies for efficient pre-registration of potential donors, maintain clear and actionable communication with the potential donors (Legally Authorized Representative be it family or other assigned persons) regarding the post-mortem donation process and referral to NBB, and integrate the donor registry with NBB operations. These strategies include efficient processes agreed to by NBTRs for reporting back to the Contractor: pre-registrants approval for donation, donation chain of custody activities and final disposition, and extenuating circumstances affecting collection, storage or security. The Contractor shall make continuous recommendations for

improving the integration of the donor registry with NBB, best practices for registry maintenance, and best practices for raising donation awareness as applicable.

As part of the registry activities, the Contractor shall serve as a liaison between families of potential donors, NBTRs, and NBB. The NBTRs shall report back to the Contractor on the status of referred pre-registrants, and acutely referred imminent cases. The Contractor shall assist with donor discussions as needed and if required by the NBTR

#### **Task 4 Periodic Reporting**

The Contractor shall deliver to the Government reports detailing status of operations of the registry and activities of communication and outreach as requested. Submission of periodic reports does not in any way relieve the Contractor from the other notification requirements of this contract, including the performance measures, and others stated in this SOW

#### **Task 5 Quarterly Report**

The Contractor shall provide quarterly reports starting three (3) months after the contract award date and occurring every three (3) months until the end of the contract. Quarterly Reports shall include, but are not limited to, the following:

- 1) Summaries of communication and outreach activities that the Contractor conducted throughout the quarter, including ongoing activities overlapping quarters.
- 2) Ongoing pre-registration and BTRs referral statistics. The updates shall include representation among pre-registrants of neurological indications, ancestry, and other demographic metrics including a breakout of underrepresented community contacts and outreach.
  - a. This includes NBTR reporting on referred pre-registrants and collection outcomes for referred imminent cases
- 3) Explanation for any delay, change or cancelation of a deliverable based on the plan submitted in Task 2.1.
- 4) Updates on developed and new presentations and materials prepared for use during the contract.
- 5) Any issues that the Contractor would like NIH to address.

#### **Task 6 Annual Progress Report**

The fourth Quarterly Report of each year shall be an Annual Progress Report and shall include the activities performed in the preceding yearly period and data for the fourth quarter. In addition to the information that is required to be included in a Quarterly Report described in Task 5, the Annual Progress Report shall also include suggestions for additional activities in the next year or future years, any requests for updates to the communications plan submitted in Task 2.1, any deviations in spending or requests for changes in spending plans for future years.

The Quarterly Report for this fourth quarter will be part of the Annual Progress Report and does not need to be submitted separately.

#### **Task 7 Final Report**

The Contractor shall submit a final report in electronic format on the last day of the contract. The final report shall cover the entire contract performance period and be in sufficient detail to explain comprehensively what was achieved and what was not achieved. An executive summary shall summarize all the activities conducted under the contract. Any substantive data or other results obtained during the final quarter should be included in the final report. A draft of the final report shall be submitted for review by the COR no later than sixty (60) calendar days prior to the completion of the contract. A quarterly or annual report will not be required for the period when a final report is due.

#### **Task 7 Transition Plan**

The Contractor shall submit a Transition Plan 90 calendar days before the end of the contract. The Transition Plan will detail how the services will be moved to another Contractor if recompetition of the contract identifies a new Contractor. The Transition Plan shall include, but is not limited to:

- 1) How the registry will be shared confidentially and safely
- 2) How the communications materials will be shared
- 3) How the NBTRs will be updated about the change
- 4) How partner organizations will be updated about the change
- 5) How the current Contractor will provide support to the new Contractor in ensuring they have everything they need to seamlessly continue operations

The COR shall review the Transition Plan and provide comments or accept the plan within two weeks. If the plan requires edits, the Contractor shall make the edits within 10 calendar days, and the COR shall review the edited plan within one week.

The COR will notify the Contractor at least sixty (60) calendar days before the end of the contract if the Transition Plan will be needed. If the Transition Plan is put into effect, the Contractor shall provide a Final Report. The final report shall cover the entire contract performance period and be in sufficient detail to explain comprehensively what was achieved and what was not achieved. An executive summary shall summarize all the activities conducted under the contract. The Quarterly Report for the last quarter shall be included in the Final Report as an Appendix and incorporated into the Final Report in other areas as appropriate. A separate Quarterly Report will not be submitted, and the Final Report will serve as the Annual Report for the last contract year. A draft of the final report shall be submitted for review by the COR no later than sixty (60) calendar days prior to the completion of the contract.

**FAR CLAUSE 52.212-4****CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JANUARY 2017)**

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment —

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which

the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(f) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [subpart 42.12](#); and (C) agree in writing to the timeline and procedures

specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

Alternate I (JAN 2017). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed

within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect

costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’).”]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

- (A) The original timecards (paper-based or electronic);
  - (B) The Contractor's timekeeping procedures;
  - (C) Contractor records that show the distribution of labor between jobs or contracts; and
  - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or

services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **Addenda to FAR 52.212-4**

### **FAR 52.242-15 Stop-Work Order (August 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (Jun 2020)**

[Contracting officer check as appropriate.]













## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Update per FAC 2021-03

Last updated: 02/2021

**To Be Completed by the Offeror:** This document must be completed and included as part of your Business Proposal. By submission of its signed offer, the offeror makes the following Representations and Certifications:

### 1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Mar 2020), FAR Provision 52.204-8

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below *[offeror to insert changes, identifying change by clause number,*

*title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

*Alternate I* (MAR 2020). As prescribed in [4.1202](#)(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(End of provision)

## EVALUATION CRITERIA

## (NBB Communications Contract)

All complete proposals submitted will be evaluated by a Technical Evaluation Panel.

The Government will award a contract resulting from this requirement on the basis of best value to the Government, technical criteria, price, and past performance considered. Technical and past performance, when combined, are significantly more important than cost or price. The Government may consider best value tradeoffs in its final award determination.

### A. Technical Evaluation Criteria

The evaluation of each Offeror's technical proposal will be based on the five technical factors and their respective point values listed below.

#### Technical Factor Points

Technical Factor	Points
1. Understanding of the Work and Task Objectives	10
2. Technical Approach	30
3. Management Plan and Organizational Capability	10
4. Personnel Qualifications	20
5. Past Performance	30
<b>Total</b>	<b>100</b>

#### Technical Factor 1. Understanding of the Work and Task Objectives - 10 points

The Offeror's proposal must demonstrate a thorough understanding of the goals of the NIH NeuroBioBank (NBB), which are to increase the availability of human diseased and control brains and related biospecimens for understanding brain disorders and to facilitate the distribution of high-quality, well-characterized human post-mortem brain tissue to the research community.

The Offeror must also demonstrate a clear awareness of the communication and outreach services required by NINDS to support the Brain and Tissue Repositories (NBTRs) as described in the Statement of Work (SOW).

The clarity, style, and format of the proposal will be considered as an indication of the Offeror's capability in development and creation of communications materials targeted at the general public as well as to relevant segments of the population, such as patient advocacy groups, outreach to scientific communities, and establishment of a pre-registration/referral program and registry of tissue donation via BTRs.

#### Technical Factor 2. Technical Approach - 30 points

The technical approach criterion will be evaluated on the proposed systems and methods the Offeror will use to accomplish the tasks in the SOW. The technical approach should demonstrate the Offeror's ability to develop and maintain an Information System Data Base (donor registry) and a public outreach website to provide clear, accurate and timely communication, as well as ability to provide information systems security that meets standards and requirements set by NINDS in the RFP. The technical approach should also demonstrate

innovative planning and creative problem solving and provide details about the methods to be used to satisfactorily complete the work. The Offeror's technical approach should demonstrate that the achievement of timely and satisfactory performance of the work is feasible and reasonable. The technical approach must show that the Offeror is able to commit adequate time and resources to successfully perform the work contemplated in the SOW.

**Technical Factor 3. Management Plan and Organizational Capability - 10 points**

This criterion will be evaluated on the completeness, practicality, and feasibility of the proposed management plan to conduct, manage, and coordinate resources to ensure successful performance of the tasks outlined in the SOW. The Offeror's proposal must present a management plan that clearly describes the procedures for assuming responsibility for the contract while ensuring uninterrupted performance of multiple tasks simultaneously. Plans for coordination of activities and communication with the NINDS Contracting Officer's Representative (COR) will be evaluated on how well they ensure and enhance performance and include the availability of offeror's personnel to regularly discuss project tasks with the NINDS COR or his/her representative.

An organizational chart delineating the lines of authority and reporting responsibilities of proposed personnel, as well as plans for quality control of work deliverables will be evaluated for appropriateness and effectiveness.

The proposal will also be evaluated for the quality of the Offeror's organizational capabilities.

**Technical Factor 4. Personnel Qualifications – 20 points**

The Offeror's proposal must show that the proposed personnel represent a multidisciplinary group of professionals with experience and training in the following areas: management and administration, strategic planning for tissue donation outreach, program planning and development for communications about tissue donation, writing and editing for various audiences, public health education, community and professional outreach, and media relations. Experience in donor recruitment or working with patient advocacy organizations that promote post-mortem tissue donations is highly preferred. Resumes for each proposed personnel member shall be included.

Resumes must include experience directly related to the tasks described in the SOW. The qualifications of proposed personnel will be evaluated for capability in performing the work contemplated in the SOW, educational background, and training. Designated responsibility for this requirement will also be evaluated. This includes the experience, managerial competence and time commitment of the proposed project manager, and the experience, competence, and time commitment of other proposed personnel.

If the Offeror proposes to use subcontractors, outside consultants or specialists, the Offeror must describe their previous organizational experience in performing work similar to the work described in the SOW.

**Technical Factor 5. Past Performance – 30 points**

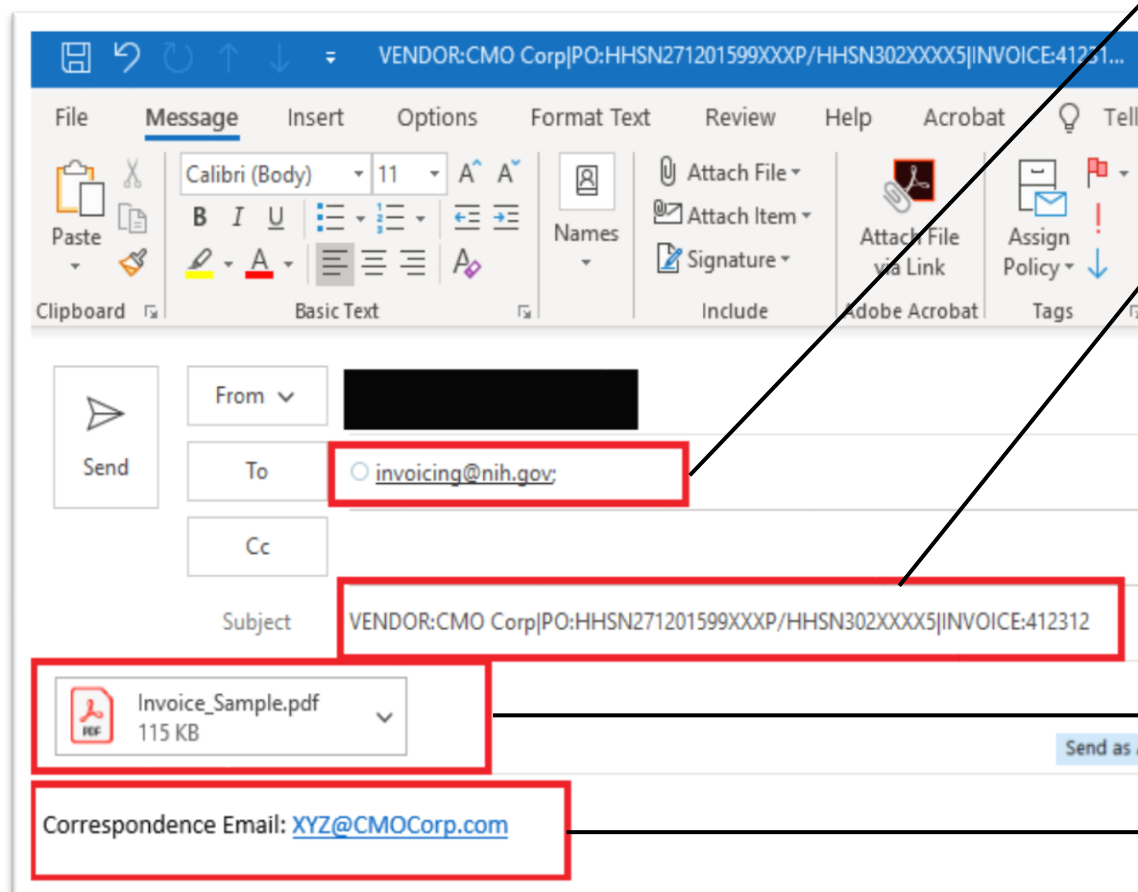
The Offeror's technical proposal must show a proven track record of planning and executing tasks similar to those in the SOW and provide information that demonstrate successful experience and capability in performing the Work. The Offeror must show experience in developing communication materials; outreaching to audience of scientists, health care providers, patients and families, and the general public on the topic of post-mortem tissue donation, preferably brain tissue donation; establishing and maintaining a patient registry; and providing media relations support that is similar to that outlined in the SOW.

**B. Business Proposal Evaluation**

Each Offeror's Business Proposal will be evaluated for cost/price reasonableness. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to market prices. Offerors are expected to establish a reasonable price relationship between all cost/price elements. Proposed prices will also be evaluated to determine they reflect a clear understanding of the requirements and are consistent with the number of hours and labor categories in the Technical Proposal.

Cost/Price Risk: Risk refers to any aspect of the Offeror's proposal that could have significant negative cost consequences for the Government. Proposals will be assessed to determine whether such potential risks are present.

#### 4 Steps to Create the Invoice Submission Email



##### Step 1:

Send invoices to the following email address:

[invoicing@nih.gov](mailto:invoicing@nih.gov)

##### Step 2:

Subject line must follow this format for the invoice you are submitting (see **note** below)

##### Step 3:

Attach the invoice to the email as either a PDF or Word document.

##### Step 4:

In the body of the email, type "Correspondence Email:" followed by your email address.

**Step 2 Note:** The key words (**Vendor**, **PO**, and **Invoice**), Colon (:) character following the keywords and the **PIPE (|)** character must be present to identify the information. The pipe (|) character is entered by pressing and holding the shift key and the backslash (\) key at the same time.

**EXAMPLE: Vendor:** name of the contractor or vendor **|PO:** Contract Number/Release Number **|Invoice:**99999999

For your reference, below is a chart listing examples of the correct and incorrect subject lines. Note: These are just examples, you must enter the applicable information for the invoice you are submitting.

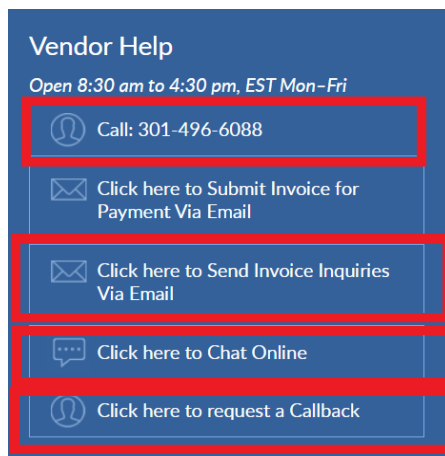
Subject Line	Correct	Incorrect
Vendor: XYZ Corp PO: Contract Number/Release Number Invoice:XYASAD	✓	
XYZ Corp PO # Contract Number\Release Number Invoice # XYASAD		✗
XYZ Corp Purchase Order # Contract Number\Release Number Invoice # XYASAD		✗
XYZ Corp  Contract Number\Release Number  XYASAD		✗
Vendor: XYZ Corp,PO: Contract Number\Release Number,Invoice:XYASAD		✗

**Reminders:**

- Must submit only **one** invoice per email.
- Follow the system size limits that apply to the email and each invoice: individual email attachments cannot exceed 5 megabytes each; and the email plus all attachments cannot exceed a total of 30 megabytes.
- Clearly identify a valid and complete contract number on each invoice
- Clearly identify a valid and complete order number on each invoice
- Clearly identify an accurate DUNS number on each invoice
- DO NOT include confidential information such as Social Security Numbers (do not include TIN if it is a Social Security Number)
- The invoice attached to the email must be in a PDF or Word format

The date/time that a valid invoice is submitted electronically to the email box ([invoicing@nih.gov](mailto:invoicing@nih.gov)) will be the same date/time logged as the invoice is received by NIH.

**Please do not hand-deliver invoices to any NIH office.** Please follow the above electronic submission instructions until further notice. In addition, please note that your contract or order will not be modified to reflect the above changes to the invoicing instructions. Failure to follow the above electronic submission instructions may result in invoice processing delays.



**Questions?** Please direct inquiries regarding the status of invoices such as receipt of invoices, due date, or payment of invoices to the OFM Commercial Accounts Branch, Customer Service Office. The OFM Customer Service contact information and methods to contact are available at OFM website: <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>

The Customer Service Office is open Monday – Friday from 8:30 am to 4:30 pm (Eastern Standard Time) and is closed daily between 12:00 pm to 1:00 pm (Eastern Standard Time).

**Instructions for Contractor Courtesy Copy Electronic Invoice Submission to the Contracting Officer (CO):**

The Contractor shall send the OFM-submitted invoice to the NIH Contracting Officer.

### Invoice and Payment Provisions (2/2014)

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: **Prompt Payment** (Jan 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

#### I. Invoice Requirements

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
    1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
    2. Remit-to address (Name and complete mailing address to send payment).
    3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
    4. Invoice date.
    5. Unique invoice #s for all invoices per vendor regardless of site.
    6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
    7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
    8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
    9. Identify that payment is to be made using a three-way match.
    10. Description of supplies/services that match the description on the award, by line billed.\*
    11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
    12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.\*
- \* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.
- B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health  
Office of Financial Management,  
Commercial Accounts  
2115 East Jefferson Street, Room 4B-432,  
MSC 8500  
Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A – 6E of the face page of the Order/Award document.

## **II. Invoice Payment**

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
  - 1. The 30th day after the designated billing office has received a proper invoice.
  - 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

## **III. Interest Penalties**

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
  - 1. A proper invoice was received by the designated billing office.
  - 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
  - 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

## **IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)**

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable

contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)