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PART I - THE SCHEDULE

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

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The NIH Long-Term Administrative Support Contract III (LTASC III) is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract. This contract provides on a long-term (e.g. minimum of 12 months) basis administrative support services across all of the National Institutes of Health (NIH) Divisions, Centers and Offices. The Contractors for this acquisition are required to provide administrative support personnel over the life of the proposed contract period.

This contract is a reserved small business set-aside under the NAICS Code 561110 and reserved for small businesses that identify as HUBZone, SDVOSB, VOSB, WOSB, SDB and EDWOSB.

ARTICLE B.2. PRICES/COSTS

1. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$250 (minimum) nor more than a total of \$150,000,000 (maximum) for successful performance of this contract.
2. The costs set forth in ARTICLE B.2 will cover all five (5) years of the contract.
3. The Government will compete and award Task Orders based on the work described in SECTION C of this contract.
4. The contracts will allow for fixed price and labor hour type task orders.
5. Ordering procedures are described in The TASK ORDER PROCEDURE Article in SECTION G of this contract.

	Labor Categories	Year 1 Loaded Hourly Rates	Year 2 Loaded Hourly Rates	Year 3 Loaded Hourly Rates	Year 4 Loaded Hourly Rates	Year 5 Loaded Hourly Rate
Maryland (Montgomery County)						
1	Admin 1	\$	\$	\$	\$	\$
2	Admin 2	\$	\$	\$	\$	\$
3	Admin 3	\$	\$	\$	\$	\$
4	Admin 4	\$	\$	\$	\$	\$
5	Program Manager	\$	\$	\$	\$	\$
6	Deputy Program Manager	\$	\$	\$	\$	\$
Washington DC						
1	Admin 1	\$	\$	\$	\$	\$
2	Admin 2	\$	\$	\$	\$	\$
3	Admin 3	\$	\$	\$	\$	\$
4	Admin 4	\$	\$	\$	\$	\$
5	Program Manager	\$	\$	\$	\$	\$
6	Deputy Program Manager	\$	\$	\$	\$	\$
Maryland (Baltimore County)						
1	Admin 1	\$	\$	\$	\$	\$
2	Admin 2	\$	\$	\$	\$	\$
3	Admin 3	\$	\$	\$	\$	\$
4	Admin 4	\$	\$	\$	\$	\$
5	Program Manager	\$	\$	\$	\$	\$
6	Deputy Program Manager	\$	\$	\$	\$	\$

	Labor Categories	Year 1 Loaded Hourly Rates	Year 2 Loaded Hourly Rates	Year 3 Loaded Hourly Rates	Year 4 Loaded Hourly Rates	Year 5 Loaded Hourly Rate
North Carolina (Durham County)						
1	Admin 1	\$	\$	\$	\$	\$
2	Admin 2	\$	\$	\$	\$	\$
3	Admin 3	\$	\$	\$	\$	\$
4	Admin 4	\$	\$	\$	\$	\$
5	Program Manager	\$	\$	\$	\$	\$
6	Deputy Program Manager	\$	\$	\$	\$	\$
Montana (Ravalli County)						
1	Admin 1	\$	\$	\$	\$	\$
2	Admin 2	\$	\$	\$	\$	\$
3	Admin 3	\$	\$	\$	\$	\$
4	Admin 4	\$	\$	\$	\$	\$
5	Program Manager	\$	\$	\$	\$	\$
6	Deputy Program Manager	\$	\$	\$	\$	\$

LTASC III Labor Category	DOL Labor Category
Administrative Assistant 1 (Admin 1)	Secretary I
Administrative Assistant 2 (Admin 2)	Secretary II
Senior Administrative Assistant (Admin 3)	Secretary III
Executive Assistant (Admin 4)	Administrative Assistant

Determinations for this contract

Maryland (Montgomery County) – 2015-4269

Washington D.C – 2015-4281

Maryland (Baltimore County) – 2015-4265

North Carolina (Durham County) – 2015-4375

Montana (Ravalli County) – 2015-5401

Please use the latest in effect which can be found at: <https://beta.sam.gov/search?index=wd>

ARTICLE B.3. ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

a. Non-Personal Services and Inherently Government Functions

1. Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the Contracting Officer's Representative (COR) to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
2. Pursuant to FAR 7.5, the Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their

contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

3. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

b. Confidential Treatment of Sensitive Information

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

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

c. Contract Number Designation

On all correspondence submitted under this contract, the Contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. _____ [insert the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN26120041234C.]

___ Control No. _____ .

d. Overtime

a. Overtime is not authorized under LTASC III.

b. Contracted administrative support personnel working under LTASC III are expected to work a normal workweek as defined by FAR 22.103-1.

c. FAR 22.103-1 Definition Normal workweek, as used in this subpart, means, generally, a workweek of 40hours. Outside the United States and its outlying areas, a workweek longer than 40hours is considered normal if-

(1) The workweek does not exceed the norm for the area, as determined by local custom, tradition, or law; and

(2) The hours worked in excess of 40 in the workweek are not compensated at a premium rate of pay.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1 INTRODUCTION

a. Background

The National Institutes of Health (NIH), part of the U.S. Department of Health and Human Services (HHS), is the prime Federal agency for conducting and supporting medical research. It is comprised of 27 Institutes and Centers (ICs) through which it conducts research on a wide range of issues. The goal of NIH research is to acquire new knowledge to help prevent, detect, diagnose, and treat disease and disability, from the rarest genetic disorder to the common cold. The NIH mission is to uncover new knowledge that will lead to better health for everyone. NIH works toward that mission by: conducting research in its own laboratories; supporting the research of non-Federal scientists in universities, medical schools, hospitals, and research institutions throughout the country and abroad; helping in the training of research investigators; and fostering communication of medical and health sciences information.

NIH requires a vehicle to obtain other long-term administrative support services that are not inherently governmental. This acquisition is to obtain commercially provided administrative services on a long-term basis (i.e., from date of Task Order award through the performance period end date of the award) across all of the NIH ICs and Offices.

ARTICLE C.2 SCOPE

This contract includes long-term administrative support, defined as at least twelve (12) months. In addition, long-term needs for administrative support positions that are not deemed inherently governmental are included under the scope of this contract. Customer ICs can issue task orders against the contract; however, there is no guarantee of beyond the contract minimum established with this award.

C.2.1 General Requirements

a. Contractor Personnel

The following requirements apply to contractor personnel assigned to this contract:

1. The Contractor shall provide English-speaking, skilled personnel with the capabilities necessary to successfully meet government requirements. This includes supervision/management staff as well as administrative support personnel. Required skill categories are defined in terms of typical duties and performance level standards.
2. The Contractor shall provide skill levels and experience appropriate for the Admin level requested and task(s) to be performed at the task order level.
3. The Contractor and Contractor employees shall conduct only business covered by this contract during periods paid for by the Government and shall not conduct any other business on government premises.
4. All Contractor personnel shall be eligible to legally work in the United States, but not a requirement of citizenship.
5. Contractor personnel are expected to pass a minimum background investigation and conduct themselves in a professional and courteous manner at all times. Federal regulations prohibit the use of any controlled substances and alcoholic beverages while Contractor employees are working on Federal property or in Federal installations. Contractor personnel shall be made aware of these requirements prior to placement. Inappropriate conduct and/or substance abuse will not be tolerated. Contractors are subject to NIH Manual Chapter 1311 (Preventing and Addressing Harassment and Inappropriate Conduct). The Contractor will be responsible for removing any individual violating these provisions from the government facility and taking other actions as appropriate. The Task Order Contracting Officer's Representative may request the Contracting Officer to require the Contractor to take corrective action as a result of improper conduct of a contractor employee. A security violation will require immediate removal.
6. To provide continuity of service to NIH Customers, Contractors must provide a qualified replacement administrative support personnel of equal level on-site within five (5) business days after the removal

of the original employee under a Task Order. And the security background process will begin after the administrative support personnel arrives onsite.

7. If the Contractor personnel must speak and read in a language in addition to English, or have other required skills, the Government will state those requirements in the Task Order.
8. The contractor shall supply all documents in 508 formats at the master contract level and this requirement will flow down to the task order level.

The applicable Section 508 accessibility standards include:

Support Services & Documentation Standards

602 Support Documentation

603 Support Services

The contract will include a business requirement requiring the contractors to produce accessible and Section 508-conformance documents including:

- Electronic documents or files that are exchanged between the contractors and the NIH - invoices, reports about the contract, etc. these probably include, but are not limited to, Microsoft Word, PDF, and similar.
- Electronic documents or files that produced by the contractors while working for/at the NIH. These probably include, but are not limited to, Microsoft Word, Excel, and PowerPoint, PDF, and similar.

b. Supervision

This contract may not be used to provide personal services. Government personnel may not perform any supervisory functions for Contractor personnel. Under the task orders, all individual contractor employee assignments and daily work direction shall be given by the applicable contractor employee supervisor with coordination from the Task Order COR. Notwithstanding any other provision of this contract, the Contractor shall be responsible for the supervision of its employees in the performance of the services required through discussion between the Task Order COR and the Contractor PM/DPM.

If the Contractor believes any government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the Contractor shall promptly notify the Task Order Contracting Officer or the LTASC III Contracting Officer. The contractor shall also report if they get direction outside the specific scope of the individual task order.

c. Recruitment and Retention

The Contractor shall employ hiring and retention practices that allow the Contractor to identify, screen, place, monitor, train, and retain qualified candidates to fulfill service requirements under this contract. Contractors shall propose personnel that are capable of passing a minimum background investigation.

Contractor shall implement hiring and retention plans that allow for a supportive, constructive, engaging, and satisfying environment that encourages long term stability within the company.

d. Training

The Contractor, at its own expense, shall perform training, except:

1. The Government will provide orientation and training on NIH-specific systems particular to the work to be performed by the Contractor. For example, when the client agency changes software systems during the performance of an ongoing task and it is determined to be in the best interest of the Government to retain a Contractor employee for corporate experience and familiarity with the project in process.

2. Time spent by contractor employees on Government/NIH specific training will be billable.
3. The Government will not authorize training for Contractor employees to attend seminars, symposiums, or user group conferences unless required for the performance of a task order, and such training is approved in advance by the Task Order Contracting Officer's Representative and Contracting Officer.
4. When the Government has given prior approval for training to meet special requirements that are peculiar to a particular Task Order, attendance to training will be considered part of the task order performance of services.

e. Access to Federal Government Installation

Access to the worksite will be limited. Because this is a Federal Government installation, Contractor work hours will be limited to the hours of 6:30 AM to 6:00 PM, Monday through Friday.

The employee's work schedule shall allow for the 10 Federal Holidays listed below.

New Year's Day (January 1)

Martin Luther King, Jr.'s, Birthday (Third Monday in January)

Presidents' Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19th)

Independence Day (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

If the holiday falls on a Saturday, the preceding Friday is the holiday. If the holiday falls on a Sunday, the following Monday is the holiday. When Inauguration Day falls within the regularly scheduled tour of duty of an employee in the Metropolitan Washington, DC area, it is observed as a holiday. In the instance of unscheduled facility closing due to snow or other inclement weather, presidential order, or other reason determined by the Office of Personnel Management, the Government shall not pay the Contractor for services not rendered. It shall be the Contractor's responsibility to determine how its employees are compensated for the day.

f. Workload Management

The Contractor shall implement management systems and controls for recording and monitoring workloads for all administrative tasks. A log of Contractor time spent on a task order contract shall be made available to the Government as requested.

C.2.2 Specific Requirements

The administrative support function is decentralized across NIH; therefore, each of the Agency's 27 ICs, and the operating units under the ICs, may have slightly different needs. However, the following grouping of activities has been developed to indicate the types of services administrative support personnel working

under a potential Contractor must be able to provide for this contract. It is important to note that the services are grouped based on similar tasks and not based on individual positions. Administrative support personnel in any labor category may be expected to perform some, many, or all of the services listed below; however, duties may not be limited to the services detailed but must be reasonably related to or encompassed by the labor categories described.

Administrative Tasks for General Office Support Services
<i>General Administrative Services</i>
Assembling, copying, faxing and scanning a variety of materials and ensuring proper distribution of copies as required
Maintaining a variety of office logs and files
Maintaining calendars
Managing complex schedules and calendars
Greeting visitors, answering the main office phone, and taking messages as required
Maintaining main staff directories
Preparing, writing, and editing a variety of correspondence including letters and memos
Preparing, creating, formatting, and editing spreadsheets, presentations, and charts
Assisting with performing searches of electronic and hardcopy files and databases for records, supportive data, and historical documents
Assisting in preparing or drafting initial correspondence in response to requests and in preparing an array of other documents for release in response to requests
Responding to first line inquiries from a wide variety of key public, internal, and external constituencies
<i>Administrative Tasks for Services Support</i>
Submitting and following up on requests for services (i.e. telephone, key request, and help desk, etc.)
Arranging for housekeeping, facility, and vehicle services
Ensuring office equipment is maintained and functional
<i>Administrative Tasks for Travel Support Services</i>
Preparing all types of travel orders using the official travel system
Preparing vouchers and making travel arrangements
Answering/Researching general travel related questions

Administrative Tasks for General Office Support Services
Maintaining travel associated files
<i>Administrative Tasks for Meeting Support Services</i>
Organizing and supporting workshops and meetings
Coordinating with NIH travel office to make travel arrangements
Preparing notebooks, invitations, agendas, and support documents
Reserving space for meetings
Coordinating logistical and administrative arrangements for guest speakers and meeting attendees
Providing administrative support during meetings, including arranging for audiovisual displays, taking meeting minutes, and following up with summary minutes or reports from meetings
<i>Administrative Tasks for Mail Support Services</i>
Receiving and processing incoming mail including preparing requests for FedEx shipments, UPS, and other priority mail services, and couriers
<i>Administrative Tasks for Procurement Support Services</i>
Preparing purchase requests for office supplies
Preparing purchase requests for office equipment and services
Answering questions and investigating discrepancies related to purchases
Entering payment information into internal and external administrative databases
Assisting with tracking and maintaining associated files related to purchases
<i>Administrative Tasks for Property Management Support Service</i>
Requesting property passes and property transfers
Answering questions, assisting with tracking, and maintaining associated files
Managing office Self Service Store accounts for office products
<i>Administrative Tasks for Personnel Support Services</i>

Preparing personnel packages as needed
Assisting with various logistics required for faculty recruitments
Processing and entering training requests
Assisting with updating of Curriculum Vitae (CVs), bibliographies, biosketches, and annual reports
<i>Administrative Tasks for Publication Support Services</i>
Providing assistance with manuscript preparation and editing
Assisting with manuscript tracking and manuscript submissions
Scanning journal articles, establishing PDF files of articles, and updating manuscript tracking databases, filing books, journals, and articles

C.2.3 Personnel Requirements

The Contractor shall provide personnel with the necessary skills and level of expertise required to support the tasks to be performed under the SOW. The contractor shall be responsible for identifying a qualified candidate to meet the Government requirements and that the Government personnel (i.e. Task Order CO and Task Order COR will not be responsible for choosing an individual).

a. Key Personnel

This contract requires at least one (1) Program Manager and one (1) Deputy Program Manager to be considered Key Personnel. Additional, non-key Deputy Program Managers may be utilized as deemed necessary by the Contractor over the life of the contract depending on Task Order requirements. Although the additional Deputy Program managers are not key personnel, they must still meet the educational requirements of the key Deputy Program Manager.

The Key Personnel qualifications listed below are a requirement for contract award. Failure to provide a proposal that offers key personnel with these qualifications will negatively impact your evaluation which may render the proposal unacceptable and ineligible for award.

Labor Category: Program Manager (PM)

The Program Manager will be responsible for the overall performance objectives, contract deliverables, quality control (QC), and the placement of qualified personnel on this contract. The PM will serve as the Contractor's authorized point of contact with NIH and shall ensure contract compliance and satisfactory performance. This person requires a college degree and at least five (5) years of relevant experience or a high school diploma and ten (10) years of relevant experience. Relevant experience required for this position involves program management performing tasks such as staffing, budgeting, scheduling, and client interaction. Experience in a scientific research or clinical environment or a Federal agency is preferred.

Labor Category: Deputy Program Manager (DPM)

The Deputy Program Manager will manage one or more Task Orders, depending on the Contractor's management structure. The DPM must have a working knowledge of the contract and some degree of authority to perform the PM's role for limited periods of time when the Program Manager is unavailable. The DPM requires a college degree and at least four (4) years of relevant experience or a high school diploma and eight (8) years of relevant experience. Relevant experience required for this position involves project

management experience performing tasks such as staffing, budgeting, and scheduling is required in this role. Experience in a scientific research or clinical environment or a Federal agency is preferred.

The Contractor shall manage their employees, approve their leave, interview potential qualified candidates, approve their time, and other business aspects in an employee/employer relationship.

The PM and one (1) DPM shall be available for assignment to this contract on the effective date of the first Task Order award, and remain in their respective positions a minimum of twelve months. However, the Program Manager and the Deputy Program Manager are not required to be designated full-time on this contract (when off-site). The number of Contractor personnel and workload required shall determine the extent of time the Program Manager and Deputy Program Manager dedicate to this contract. Either the Program Manager or the Deputy Program Manager shall be available for consultation during regular business hours. The PM and DPM shall be available on site to meet with the LTASC COI/COR or a Task Order CO/COR within 24-hour notice.

The personnel listed above are considered essential to the work being performed under this acquisition. Before removing or replacing any of the listed or specified personnel, the Contractor shall (1) notify the Government (the LTASC III Contracting Officer) using company letterhead, reasonably in advance and (2) provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Government necessary to approve or disapprove the proposed substitution. The Government will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. Discussions about the replacement may be required by NIH to further assess the qualifications of the candidate.

b. Non-Key Personnel

Additional DPM (If more than one is required or necessary)

Based on future contract requirements. It may be necessary for a Contractor to assign additional non-key DPM(s) to oversee administrative support personnel either a) not accessible to the PM (i.e., at a remote location) or b) located in a large concentration.

Administrative Personnel

While not considered "Key Personnel" for the evaluation of proposals at the master contract level, the evaluation of the actual performance of the contract will depend greatly on the administrative support personnel provided by the successful Contractor. A brief description of the various levels of administrative support, including skill requirement, is given below. Examples of duties that may be performed under each category are described in the previous section. Support under this contract will include the following labor categories:

Labor Category: Administrative Assistant 1 (Admin 1)

The Admin 1 performs administrative functions. Duties include generic clerical skills such as greeting and directing visitors, fielding phone calls, scheduling meetings, responding to callers, taking minutes, composing memos, transcribing, developing presentations, generating reports, and monitoring invoices and expense reports. The admin must have basic computer skills to conduct internet research and perform data entry. Additional duties may include filing and faxing. A minimum of high school diploma or GED is required.

Labor Category: Administrative Assistant 2 (Admin 2)

In addition to the skills defined under the Admin 1 level category, the Admin 2 performs administrative and office support activities that require an ability to multi-task and assist multiple NIH employees at once. More advanced computer skills are required as the assistant will be required to perform word processing, spreadsheet management, and conduct more advanced internet research. Responsibilities include

reviewing and disseminating memoranda to staff; conducting documents control for routing through office; preparing purchase request for small purchases, reviewing draft policies, standard operating procedures, and memoranda for grammar and format; coordinating travel and submitting data into the NIH travel system; compiling equipment requirements for office staff (e.g., laptops, printers, monitors); preparing training requests; and preparing matrix of office needs. A minimum of a high school diploma or GED and two (2) years of related work experience are required.

Labor Category: Senior Administrative Assistant (Admin 3)

In addition to the skills defined under the Admin 2 level category, the senior administrative assistant is expected to perform more complex administrative tasks and will typically be supporting senior-level staff. Responsibilities include those described for administrative assistant but require more work experience within each function. Advanced computer skills and internet research skills are required. The position requires the assistant to perform a variety of administrative functions such as creating and analyzing written documents for dissemination to leadership, compiling information for outside inquiries and reports, and developing and maintaining tracking tools to be used for reporting data. A high level of creativity is expected. Prior work in a scientific research environment for a large Federal agency, as well as a firm knowledge of business administration is desired. A college degree or a high school diploma or GED and four (4) years of related work experience are required.

Labor Category: Executive Assistant (Admin 4)

The executive assistant performs administrative duties for executive management, and relieves the executive of administrative type functions in order to increase the time an executive has available for executive level responsibilities. This position requires the ability to perform all tasks of the other positions; but requires advanced computer and internet research skills, the ability to handle a wide variety of situations and conflicts involving the clerical and administrative function of the office. Responsibilities include having confidential and time sensitive material; preparing routine and advanced correspondence including letters, memoranda, and reports; relying on experience and judgment to plan and accomplish goals. Candidate should have the ability to work well with all levels of management and staff. Prior experience in a scientific research environment for a large Federal agency is preferred. A comprehensive understanding of NIH, its organization and culture is also desired. A college degree and four (4) years of related work experience or a high school diploma or GED and eight (8) years of related work experience are required.

Increase in Level of Administrative Support

An administrative support position on an awarded task order can increase to the next level (e.g. from Admin 1 to Admin 2) during the life of the task order upon the request of the Task Order Contracting Officer's Representative and with the approval of the Task Order Contracting Officer. Any increase in level must be initiated by the Government and based on requirements.

C.2.4 Contract Level Management

The Office of Logistics and Acquisition Operations (OLAO) will provide contract-level management and oversight of the contract, while the customer (the ordering IC) will perform the day-to-day management and oversight of the Task Order. A LTASC III Contracting Officer's Representative within OLAO will be designated to oversee and manage the contract and an LTASC III Contracting Officer will perform contract administration duties. Responsibilities of the LTASC III Contracting Officer's Representative are described in further detail in section G.

The LTASC III Contracting Officer's Representative will track and guide contract performance over the life of the contract. OLAO employs several methods and tools to assist this effort, in close concert with customer monitoring and evaluation efforts.

C.2.5 Place of Performance

Tasks will be performed across all of NIH's ICs. The majority of services will be provided in the Washington Metropolitan Area (including but not limited to Bethesda, Rockville, Frederick, Gaithersburg, and Poolesville) and Baltimore; however, contract support will also be required in facilities located in the following cities: Durham, NC and Hamilton, MT. However, if the need arises for administrative support personnel at a different location during the contract period of performance, contractors shall submit rates for that location at that time at the task order level.

Currently, the majority of NIH's Full Time Equivalent (FTE) employees work in facilities in the Washington Metropolitan Area. While this distribution of total FTE may or may not reflect the distribution of administrative support employees, NIH is providing this information to assist contractors in estimating their workforce requirements. Under the current LTASC II contract vehicle, approximately 380 (over 90%) of the contracted administrative positions are supporting federal offices in the Washington Metropolitan/ Baltimore Area. Note that current usage of the LTASC II contract vehicle is only being provided for informational purposes and does not necessarily represent usage under LTASC III.

C.2.5.1 Contractor Obligation to Provide Reasonable Accommodations Clause

For the purposes of this clause, a contractor or covered subcontractor refers to a contractor or subcontractor at any tier performing in the United States, or a contractor or subcontractor at any tier performing outside the

United States with employees recruited in the United States. The United States is defined as the several States, the District of Columbia, the U.S. Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

Additionally, covered subcontractor refers to a subcontractor performing under a subcontract at any tier with a value that exceeds or is expected to exceed \$10, 000.

- a. The Contractor shall ensure that all of its employees and covered subcontractor employees working under this contract are advised that it is the obligation of the Contractor and covered subcontractor to provide for their respective employees, upon request, reasonable accommodations for qualified individuals with disabilities under the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793, 41 C.F.R. Part 60- 741, Executive Order 11, 758 (Jan. 15, 1974), as amended, and FAR Subpart 22.14.
- b. The " EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES" clause at 41 C.F.R. § 60- 741.5 is incorporated by reference. If this " Contractor Obligation to Provide Reasonable Accommodation" clause is included in a contract, solicitation, purchase order, CLIN, contract modification, or covered subcontract at any tier with a value that also exceeds or is expected to exceed \$15, 000, FAR52.222-36 is also incorporated by reference. If any or all of the services are to be performed on a Government installation (excluding the expectation of contractor or covered subcontractor employees being on the Government installation solely for the purpose of meeting attendance), FAR 52.237-1 is also incorporated by reference.
- c. In compliance with 5 U.S.C. § 3109 and FAR 37.104, this is a nonpersonal services contract. The nonpersonal services nature of this contract is maintained even if the services provided are closely associated with the performance of inherently governmental functions as determined under FAR Subpart 7.5 and OFPP Policy Letter 11- 01 (Sep. 12, 2011), or even if this contract involves advisory and assistance services as defined under 31 U.S.C. § 1105(g), or even if the services under this contract are considered vital to the Government and must be continued without interruption as provided under FAR 37.110(c). Additionally, all services shall be performed by contractor and subcontractor employees under the supervision of the contractor or subcontractor, the Government has no authority to discharge contractor or subcontractor employees, the Government shall not direct wages to contractor or subcontractor employees, the relationship between the Government and contractor or subcontractor employees is limited to the scope and duration of the contract, and it is understood between the parties that nothing in this contract shall be construed as to create an employer- employee relationship between the Government and any employee of the contractor or any subcontractors. Consequently, in no way shall a contractor or subcontractor employee be considered an employee of the Government.

- d. The Contractor shall ensure that all of its employees and covered subcontractor employees working on this contract are advised that the employees must make requests for a reasonable accommodation to their respective employers, and not to the Government.
- e. For contractor and covered subcontractor employees performing on a Government installation, the Government is responsible for maintaining facility accessibility to a level required by the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq. However, the Contractor and covered subcontractor are responsible for furnishing any reasonable accommodation for a contractor or covered subcontractor employee to perform on the Government installation. Further, in accordance with FAR 52.237-1, the cost of any reasonable accommodation shall not be charged to the Government unless the cost was contemplated and clearly presented by the offer, quote, or bid which the Contractor submitted to obtain this contract. In any event, a reasonable accommodation cost cannot be included in the cost basis that is used by the Contractor or covered subcontractor to calculate fee or profit. Furthermore, the Government's disallowance of a reasonable accommodation cost cannot be cause for the Contractor or covered subcontractor to claim an undue hardship in providing a reasonable accommodation.
- f. The Contractor shall notify the Contracting Officer's Representative and Contracting Officer for this contract of any reasonable accommodation offered to or sought by a contractor employee or covered subcontractor employee that will adversely impact performance of this contract.
- g. Nothing in this clause shall be construed as to prevent a contractor employee or covered subcontractor employee from bringing forward a disability discrimination complaint to the appropriate Equal Employment Opportunity Office, regional or area office for the U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP), or to the U.S. Department of Labor Deputy Assistant Secretary for Federal Contract Compliance (DOL- DAS- FCC). In accordance with FAR 22.1406, the Contracting Officer shall forward any disability discrimination complaint against a contractor or covered subcontractor to the DOL- DAS- FCC.
- h. The Contractor shall ensure that all of its employees and covered subcontractor employees working on this contract are informed as to the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of this contract, including, but not limited to, the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all covered subcontracts at any tier.
- i. In fulfillment of the Contracting Officer's obligation at FAR 22.1404, the Contractor and covered subcontractors are furnished with the appropriate notices for posting in employee/ applicant- viewable, conspicuous places. These notices are accessible at the U.S. Department of Labor Office of Federal Contract Compliance Programs website at <http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>, and are available in English, Spanish, and Chinese. Additional notices are available from the U.S. Equal Employment Opportunity Commission at <http://www1.eeoc.gov/employers/poster.cfm>.
- j. The Contractor and any covered subcontractor recognize that failure to comply with the obligations set forth under the ADA, Section 503 of the Rehabilitation Act of 1973, Executive Order 11, 758, and/ or FAR Subpart 22.14 can constitute sufficient cause for the Government to withhold progress payments, terminate or suspend this contract, debar the Contractor or covered subcontractor, or pursue any other remedy provided for under this contract or the Contract Disputes Act of 1978, as amended.

ARTICLE C.3 REPORTING REQUIREMENTS

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

The Contractor is responsible for the following reports at the contract level for active task orders:

a. Monthly Program Status Report

This report shall include descriptive information about the activities undertaken during the reporting period and planned activities for future reporting periods. As a minimum the report shall include Contractor Name, Period covered by report, period of performance, institute/ IC Task Order number, Award Ceiling, Task Order Funded Value, Change in Task Order Funded Values since the last report for each active task order and any applicable comments the contractor may have relative to the task order.

Monthly reports are due by the 10th calendar day of each month following the month reported upon. A monthly Report shall not be submitted when an Annual Report is due.

b. Annual Progress Report

This report shall include a summation of the activities for the entire work for the period covered. The first report shall be due after the Anniversary Date of the contract. Thereafter, reports shall be due on or before the 30th calendar day following the reporting period.

An annual report will not be required for the period when the Final Report is due.

c. Final Report

The contractor shall prepare and submit a final report upon completion of the contract summarizing the achievements during the performance of the contract. This report is required on or before the expiration date of the contract.

d. Management Plan

The contractor shall prepare and submit a management plan for the period of performance of the contract that will outline your method, approach and procedures in managing, schedule, staff for performing at the master contract level and task order level in accordance with the requirements of the Statement of Work.

Additional reporting requirements may be established at the task order level.

Annual Progress Report

This report shall include a summation of the results of the entire contract work for the period covered. An annual report will not be required for the period when the Final Report is due. A _____ Report shall not be submitted when an Annual Report is due.

The first report shall cover the period _____ through _____ of this contract and shall be due [on _____/within 30 days after the Anniversary Date of the Contract.] Thereafter, reports shall be due on or before the _____ day following the reporting period.

The Contractor shall provide the Contracting Officer with _____ copies of the Annual Progress Report in **draft** form [in accordance with the DELIVERIES Article in SECTION F of this Contract/ _____ days prior to the delivery date for the Final Version of the Annual Report.] The Contracting Officer's Representative (COR) will review the draft report and provide the Contracting Officer with comments within _____ days after receipt. The Annual Progress Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

Final Report

This report shall consist of the work performed and results obtained for the entire contract period of performance as stated in SECTION F of this contract. This report shall be in sufficient detail to describe comprehensively the results

achieved. The Final Report shall be submitted on or before the last day of the contract performance period. A/An _____ report shall not be required for the period when the Final Report is due.

The Contractor shall provide the Contracting Officer with __ copies of the Final Report in **draft** form (in accordance with the DELIVERIES Article in SECTION F of this contract/ _____ days prior to the expiration date of this contract.) The Contracting Officer's Representative (COR) will review the draft report and provide the Contracting Officer with comments within _____ days after receipt. The Final Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

SECTION D - PACKAGING, MARKING AND SHIPPING

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

SECTION E - INSPECTION AND ACCEPTANCE

1. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
2. For the purpose of this SECTION, Contracting Officer's Representative (COR) is the authorized representative of the Contracting Officer.
3. Inspection and acceptance will be performed at:
The location will be specified in each task order awarded.
4. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

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

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The base period of performance of this contract shall be a period of five (5) years after award.

ARTICLE F.2. DELIVERIES

- a. Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in the _____ Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the _____ specified in the Delivery Schedule which are described in SECTION C of this contract.
- b. Deliveries required by the Contractor shall be made F.o.b. destination as set forth in FAR Clause 52.247-35, F.o.b. Destination, Within consignees Premises (April 1984) [and any specifications stated in SECTION D, PACKAGING AND MARKING AND SHIPPING, of this contract] to the address/addressee listed below:

- c. Delivery Address

- d. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above Mondays through Fridays (excluding Federal Holidays) between the hours of 8:30 a.m. and 5:30 p.m. EST only. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.

ARTICLE F.3. TIME OF DELIVERY

The products and services required under the contract shall be completed and delivered to the specific address contained in the individual task order within the specified time frame.

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

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

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

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

52.247-35, F.o.b. Destination Within Consignees Premises (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

To be specified prior to award

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

The Government may unilaterally change its COR designation.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder. Key Personnel shall meet the qualifications outlined at C.2.3.

Name	Title
	Program Manager
	Deputy Program Manager

ARTICLE G.3. TASK ORDER PROCEDURE

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

a. **General**

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Though requirements will originate from NIH or another Federal Agency, all Task Order Request for Proposals (TORPs), will be issued from the LTASC III Contracting Officer or Representative. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

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

b. Requesting Task Order Proposals.

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors covered by a task order requirement in writing. A TORP will be prepared and issued for each task order requirement.

Generally, the TORP will include but is not limited to the following:

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

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

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

Contractors shall take note that work is not guaranteed and will be competed on a task order basis.

c. Competitive Ordering Process.

1. All Contractors will receive e- mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.
2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORP will indicate the criteria for the

evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:

- Understanding of the requirements;
- Experience and capability on similar tasks;
- Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/ or risk mitigation strategies.
- Procedures for assuring quality of work, products, and deliverables;
- Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
- Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
- References to evaluate past performance; and
- Cost/ Price to perform the task order.

d. Evaluation and Award of Task Order Proposals

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

Upon completion of evaluations, the Contracting Officer will issue a task order to the _____. The period of performance for each task order placed under the contract will be specified in the individual task order. Task Orders may not exceed 365 days past the expiration of the master contract.

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

e. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
 - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - iv. It is necessary to place an order to satisfy a minimum guarantee.
 - v. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
 - vi. In accordance with section 1331 of Public Law 111- 240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a) (3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:

- i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
- ii. For orders exceeding the simplified acquisition threshold up to \$ 5.5 Million, in accordance with 16.505(b)(1)(iii); and,
- iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

ARTICLE G.4. INVOICE SUBMISSION

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

The current national emergency and the need to protect Federal and Contractor staff has resulted in a change to NIH's invoice submission process. Effective Wednesday, April 1,2020, all NIH contractors/vendors invoices should be sent electronically via email to the NIH Office of Financial Management (OFM) and the NIH Contracting Officer (CO) using the below electronic submission instructions.

It is important that NIH contractors/vendors follow the below procedures in order to ensure smooth processing of invoices and timely payment.

Contractor/Vendor Electronic Invoice Submission to the Office of Financial Management (OFM):

The Contractor/Vendor shall:

- Send the invoice to the NIH centralized invoice email box: invoicing@nih.gov
- Follow the below format in the email subject line, which is a must (Note: The keywords and separating bars in bold must be present to identify the information.)

Vendor: name of the contractor/vendor|PO: Contract Number/Task Order Number|Invoice:9999999

- Ensure that the body of the email and attached invoice must both include the contractor/vendor's correspondence email address in the below format (bolded information must be present to identify information):
Correspondence email address: **xyz@abc.com**

Note: See a screen shot example in attachment 1

- Follow the system size limits that apply to the email and each invoice: individual email attachments cannot exceed 5megabytes 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
- Not include confidential information such as Social Security Numbers (do not include TIN if it is a Social Security Number)
- Send one (1) invoice per email

The date/time that a valid invoice is submitted electronically to the email box (invoicing@nih.gov) will be the same date/time logged as that 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.

For Questions? Inquiries regarding the status of invoices such as receipt of invoices, due date, or payment of invoices should be directed to the OFM Commercial Accounts Branch, Customer Service Office at

301-496-6088. The office is open Monday-Friday from 8:30 am to 4:30 pm (eastern prevailing time). The Customer Service Office is closed daily between 12:00 pm to 1:00 pm (eastern prevailing time).

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

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

E-mail: [To be determined at the Task Order Level]

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

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is [To be determined at the Task Order Level] .

b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration(CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

d. Invoice Matching Option. This contract requires a match.

e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

f. The Contract Title is:
Long-Term Administrative Support Contract III (LTASC III)

g. Contract Line Items as follows:

Line Item#	Line Item Description

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

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

1. 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.
2. The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
3. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

ARTICLE G.6. ON-SITE CONTRACTOR ACCESS TO GOVERNMENT PROPERTY

The Contractor shall be held responsible for Government Property, regardless of dollar value, when:

- The contract requires contractor personnel to be located on a Government site or installation;
- The property utilized by contractor personnel is incidental to the place of performance; and,
- The property used by the contractor remains accountable to the Government

Responsibility includes physical presence, proper use and handling, normal maintenance, and reporting loss, damage or destruction.

Responsibility for government property shared by two or more contractors or located in space shared by two or more contractors, shall be determined and documented by the contractors involved. In cases where the parties cannot reach agreement on shared responsibility, the matter will be referred to the NIH Property Officer for resolution.

ARTICLE G.7. GOVERNMENT PROPERTY

In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated into this contract by reference. This document can be accessed at: http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf.

Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract.

Requests for information regarding property under this contract should be directed to the following office:

Division of Logistics Services, NIH
Property Management Branch
6011 Building, Suite 639
6011 EXECUTIVE BLVD MSC 7670
BETHESDA MD 20892-7670
nihcontractproperty@nih.gov

Notwithstanding the provisions outlined in the HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated in this contract in paragraph a. above, the Contractor shall use the form entitled, "Report of Government Owned, Contractor Held Property" for submitting summary reports required under this contract, as directed by the Contracting Officer or his/her designee. This form is included as an attachment in SECTION J of this contract.

ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually starting One Year after the initial award date.

On a yearly basis performance will be evaluated in CPARS based on: Quality; Schedule, Cost Control (As applicable) & Management. The following will also be taken into consideration under management:

Nonpersonal Services

The LTASC III contract is a nonpersonal services contract; therefore, the Contractor's Program Manager plays a critical role. Contractors will be evaluated on their ability to navigate relationships and maintain boundaries between the Federal Government, the administrative support personnel, and your company.

At a minimum, the Government will evaluate how the contractor addressed the following questions.

1. How did your company encourage your employees to identify with the company's brand as an employer?
2. What was your company's strategy to create, increase, and/or maintain employee engagement? How did your company encourage employee engagement?
3. How did your program and deputy program managers worked with administrative personnel to ensure they understood that they are employees of your company and not an employee of the Government?
4. What were the expectations that you set from the outset with your staff before they go work on a client's site (e.g. discussing their salary and benefits with clients)?
5. How often did your managers/supervisors communicate with your employees? How frequently does leadership communicate with company staff?
6. What channels of communication in your company could employees use to provide positive and negative feedback?
7. How did your program or deputy program managers make themselves available as a company resource to the administrative personnel?
8. Did the employee have a home base or home office space apart from the one typically provided at the government client site for instances when the Government facility is closed?
9. What was your company's official performance review process? How and how often did you use this to review the administrative personnel's performance? **Compliance with the Fair Labor Standards Act formerly "Service Contract Act (SCA)".** Contractors will be evaluated based on their compliance with of Service Contract Act labor law compliance for personnel who will be working on this contract.

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

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

b. Electronic Access to Contractor Performance Evaluations

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

<http://www.cpars.gov>

ARTICLE G.9. DEPARTMENT WIDE USE

This contract is designed primarily for NIH wide usage. However, limited use by HHS OPDIV's and STAFDIV's may be allowed with agreement from the OLAO Associate Director.

For external customers (other than NIH) to use the LTASC III Contracts, there will be a 1% assessment. For assisted orders, there will be an additional 2% assessed. This is a percentage of the estimated dollar amount of award. An assisted order would be a task order administrated by this office, meaning NIH/OLAO would serve as the contracting shop/contracting officer.

An unassisted order is one where the requesting agency uses its own contracting shop/contracting officer (this includes HHS/PSC). The assessment for an unassisted order is 1%. The assessment for an assisted order is 3%(1% to use the vehicle + 2% for NIH/OLAO serving as the contracting shop/contracting officer).

The assessment is collected via an Interagency Agreement (IAA) between the requesting agency and the NIH.

ARTICLE G.10. TECHNICAL DIRECTION

Work performance shall be subject to the technical direction of the LTASC III Contracting Officer's Representative for master contract level activities or the Task Order Contracting Officer's Representative for task order level activities.

Contractor performance at the master contract level will be monitored in accordance with the following QASP table:

**LONG-TERM ADMINISTRATIVE SUPPORT CONTRACT III (LTASC III)
Quality Assurance Surveillance Plan (QASP)**

Deliverable	Performance Standard	Acceptable Quality Level	Method Used/ Frequency	Compliance Level and Date
<i>Submit Monthly Report</i>	<i>Submitted on a monthly basis by the date in the contract</i>	<i>90%</i>	<i>Annual review</i>	
<i>Submit Annual Report</i>	<i>Submitted on an annual basis by the date in the contract</i>	<i>100%</i>	<i>Annual review</i>	
<i>Submit Final Report</i>	<i>Submitted at the conclusion of the period of performance by the date in the contract</i>	<i>100%</i>	<i>Once at conclusion of the contract</i>	
<i>Respond to each TORP with a proposal or "no response" statement</i>	<i>By the TORP proposal deadline</i>	<i>95%</i>	<i>Annual review</i>	
<i>Participate in periodic Contractor meetings</i>	<i>Up to four times a year</i>	<i>100%</i>	<i>Annual review</i>	
<i>Respond to the requests from the Contracting Officer and Contracting Officer's Representative within 3 business</i>	<i>Performed on an ongoing basis</i>	<i>95%</i>	<i>Annual review</i>	

Deliverable	Performance Standard	Acceptable Quality Level	Method Used/ Frequency	Compliance Level and Date
<i>days unless stated otherwise in the request</i>				
<i>Maintain SAM.gov record</i>	<i>Performed on an ongoing basis</i>	<i>100%</i>	<i>Annual review</i>	
<i>Adhering to Non-Personnel services</i>	<i>Performed on an ongoing basis</i>	<i>100%</i>	<i>Annual review</i>	
<i>Compliance with Fair Labor Standards Act (FLSA)</i>	<i>Performed on an ongoing basis</i>	<i>100%</i>	<i>Annual review</i>	

A task order Performance Evaluation Standards (PES) is provided to monitor contractor performance at the Task order level as part of the SOW. The term "technical direction" is defined to include, without limitation, the following :

1. Directions to the Contractor which redirect the contract effort, such as shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
2. Provision of information to the Contractor which assists in the interpretation of specifications or technical portions of the work description.

Technical direction must be within the general scope of the work stated in the contract. The LTASC III Contracting Officer's Representative does not have authority to and may not issue any technical direction which:

- I. constitutes an assignment of additional work outside the general scope of the contract;
- II. constitutes a change as defined in the contract clause entitled "Changes, Fixed Price" in Section I.2;
- III. in any manner causes an increase or decrease in the total price or the time required for contract performance; or
- IV. change any of the expressed terms, conditions, or specifications of the contract.

The Contractor shall proceed promptly with the performance of technical direction duly issued by the LTASC III Contracting Officer's Representative in the manner prescribed by this Article and within his authority under the provisions of this Article.

If, in the opinion of the Contractor, any instruction or direction issued by the LTASC III Contracting Officer's Representative is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the LTASC III Contracting Official in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor , the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this Article and does not constitute a change under the Changes clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contracting action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes" in Section I.2.

ARTICLE G.11. CONTRACTOR PROGRAM MANAGER

The contractor's corporate management structure shall guarantee senior program management of the LTASC III Program. The Contractor Program Manager duties include, but are not limited to:

1. Representing the contractor as point-of-contact for the LTASC III contracting officer to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;

2. Communicating monthly with LTASC III customers regarding the technical scope of the contract and the overall attributes of the LTASC III Program;
3. Providing all reporting information required under the contract accurately, thoroughly, and timely; and
4. Resolving issues related to task order performance under the contract accurately, thoroughly, and timely

ARTICLE G.12. ELECTRONIC GOVERNMENT ORDERING SYSTEM (eGOS)

- a. LTASC III has developed the Electronic Government Ordering System (e-GOS), a web-based task order processing system, to allow customers to perform fair opportunity in accordance with FAR 16.5 and to integrate workflow management, electronic document management, and aspects of customer relationship management to enhance process efficiency, and improve data/information integrity.
- b. Customers, contractors, and LTASC III staff will be required to use the e-GOS in order to participate in the task order process by registering as an e-GOS user, agreeing to system usage rules of behavior, and signing an electronic signature agreement.
- c. Future e-GOS refinements may include the implementation of digital signatures and would at that time entail a nominal cost to contractors to purchase and maintain appropriate security certificates.
- d. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

ARTICLE H.2. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

The Contractor shall not use contract funds to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act, except for normal and recognized executive-congressional communications. This limitation shall not apply when the Government determines that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

ARTICLE H.3. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

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

ARTICLE H.4. PRIVACY ACT, HHSAR 352.224-70 (December 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations.

The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in CFR 45 part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [5 U.S.C. 552a(m)(1)]. The contract work statement:

(a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and

(b) specifies the disposition to be made of such records upon completion of contract performance.

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html.

The Privacy Act System of Records applicable to this project is Number 09-25-0036. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: <http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm>.

ARTICLE H.5. OMB CLEARANCE

In accordance with HHSAR 352.211-3, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

ARTICLE H.6. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

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

ARTICLE H.7. GUN CONTROL

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

ARTICLE H.8. HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS

ARTICLE H.8.1. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY

1. Baseline Security Requirements

1. **Applicability-** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
 1. **Access (Physical or Logical) to Government Information:** A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
 2. **Operate a Federal System Containing Information:** A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
2. **Safeguarding Information and Information Systems-** In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:
 1. Protect government information and information systems in order to ensure:
 - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - **Availability**, which means ensuring timely and reliable access to and use of information.
 2. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing

safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.

3. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
4. Comply with the Privacy Act requirements.

3. **Information Security Categorization-** In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Contractor Non-Disclosure Agreement and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following: **The appropriate level will be determined at the Task Order Level**

Confidentiality: Low Moderate High
 Integrity: Low Moderate High
 Availability: Low Moderate High
 Overall Risk Level: Low Moderate High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves: **The appropriate level will be determined at the Task Order Level**

No PII Yes PII

Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc. **The appropriate level will be determined at the Task Order Level**

PII Confidentiality Impact Level has been determined to be: Low Moderate High

4. **Controlled Unclassified Information (CUI)-** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

5. **Protection of Sensitive Information-** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
6. **Confidentiality and Nondisclosure of Information-** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and NIH policies. Unauthorized disclosure of information will be subject to the HHS/NIH sanction policies and/or governed by the following laws and regulations:

1. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
2. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
3. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

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

7. **Internet Protocol Version 6 (IPv6)-** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6).
8. **Government Websites-** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
9. **Contract Documentation-** The Contractor shall use provided templates, policies, forms and other agency documents provided by the Contracting Officer and the Contracting Officer's Representative to comply with contract deliverables as appropriate.
10. **Standard for Encryption-** The Contractor (and/or any subcontractor) shall:
 1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
 2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
 3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and NIH-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within **15 days** of the validation .
 5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.
11. **Contractor Non-Disclosure Agreement (NDA)**- Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>, as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.
 12. **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)**- The Contractor shall assist the NIH Office of the Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed. The NIH PIA guide is located at <https://oma.od.nih.gov/forms/Privacy%20Documents/Documents/NIH%20PIA%20Guide.pdf> .
 1. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the system or information within **60 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
 2. The Contractor shall assist the NIH Office of the SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

2. TRAINING

1. **Mandatory Training for All Contractor Staff**- All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/NIH Contractor Information Security Awareness, Privacy, and Records Management training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, the employees shall complete NIH Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. **Role-based Training**- All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training <https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/rolebasedtraining.aspx>
3. **Training Records**- The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within 30 days after contract award and **annually** thereafter or upon request.

3. RULES OF BEHAVIOR

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, and comply with the NIH Information Technology General Rules of Behavior <https://ocio.nih.gov/InfoSecurity/training/Pages/nihitrob.aspx>, which are contained in the NIH Information Security Awareness Training Course <http://irtsectraining.nih.gov>

2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual NIH Information Security Awareness Training. If the training is provided by the contractor, the signed Rules of Behavior must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

4. INCIDENT RESPONSE

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC)/NIH IRT teams within 24 hours, whether the response is positive or negative.

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cyber security and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as "a suspected or confirmed incident involving PII" .

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
2. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals in accordance with https://ocio.nih.gov/InfoSecurity/IncidentResponse/Pages/ir_guidelines.aspx
3. Report all suspected and confirmed information security and privacy incidents and breaches to the NIH Incident Response Team (IRT) via email at IRT@mail.nih.gov, COR, CO, the NIH Office of the SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable NIH and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 1. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 2. not include any sensitive information in the subject or body of any reporting e-mail; and
 3. encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS and NIH incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information

to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an hour of discovery.

5. POSITION SENSITIVITY DESIGNATIONS

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract: **The appropriate level will be determined at the Task Order Level**

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

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

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

6. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>)

Roster-

1. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.
2. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
3. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
4. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
5. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.

6. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
7. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
8. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
9. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
10. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

7. CONTRACT INITIATION AND EXPIRATION

1. **General Security Requirements-** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or and in accordance with the HHS Contract Closeout Guide (2012).

HHS EA requirements may be located here: <https://www.hhs.gov/ocio/ea/documents/proplans.html>

2. **System Documentation-** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information-** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification-** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within **fifteen days** before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract-** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf> when an employee terminates work under this contract

within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

8. RECORDS MANAGEMENT AND RETENTION

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/NIH policies and shall not dispose of any records unless authorized by HHS/NIH.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/NIH policies.

ARTICLE H.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE HHSAR 352.239-73 (December 2015)

- a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.
- b. Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508> . The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards> .
- c. The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility. In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document--in detail--whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://www.hhs.gov/web/508> . In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.
- d. Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

ARTICLE H.10. COMMUNICATIONS MATERIALS AND SERVICES

To build and maintain public trust; promote credibility and consistency; minimize consistency and frustration; and contribute to efforts aimed at leveraging reduced resources and eliminating waste in Government, the Contractor shall ensure that all materials generated and/or services provided under this contract, comply with all applicable NIH

policy and procedures published by the NIH Office of Management Assessment in conjunction with the NIH Office of Communications and Public Liaison as set forth below.

This acquisition requires the contractor to:

[X] Prepare, review, and/or distribute NIH Publications and Audiovisuals.

NIH Policy Manual Chapter 1183, "NIH Publications & Audiovisuals: Preparation, Review, Approval & Distribution," is applicable to this contract. <http://oma1.od.nih.gov/manualchapters/management/1183/>.

[X] Use the NIH name and logo.

NIH Policy Manual Chapter 1186, "Use of NIH Names and Logos," is applicable to this contract. <http://oma1.od.nih.gov/manualchapters/management/1186/>.

Additional Standards applicable to this contract are identified in the Statement of Work. If it is determined by the Government that products, services, and deliverables provided by the Contractor do not conform to standards described in these directives, remediation to an acceptable level of conformance shall be the responsibility of the Contractor at its own expense.

ARTICLE H.11. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

The Contractor shall ensure that all materials generated under this contract for which commercial records storage is required, shall be stored in a facility that meets National Archives and Records Administration (NARA) requirements for safe, secure and certified storage as required by 36 CFR 1228, subpart K.

The Contractor shall provide the Contracting Officer with the name(s) and location(s) of the commercial records storage facility used to store materials under this contract. In addition, the Contractor shall provide a copy of the "Facility Standards for Records Storage Facilities Inspection Checklist," self-certifying that the facility being used to store federal records meets established NARA standards. NARA Standards are available at: <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=b5a00a361423743ff1a062faafcfdd89&rgn=div5&view=text&node=36:3.0.10.2.23&idno=36>

Sixty (60) days prior to contract end date, the Contractor shall submit to the Contracting Officer's Representative (COR) and Contracting Officer, an inventory of all materials stored. The disposition of these materials shall be determined no later than the expiration date of the contract.

Additional information about Records Storage Facility Standards can be found at: <http://www.archives.gov/records-mgmt/storage-standards-toolkit/>

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

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

ARTICLE H.13. CONTRACTOR'S USE OF LIBRARY RESOURCES AT NIH

The Contractor is authorized to use library resources at NIH in the same manner as NIH staff. The Contractor's approved use of these resources is limited to performing the requirements of this contract. The Contractor shall not use library resources at NIH in a manner that exceeds the Fair Use limitations codified in 17 U.S.C. sec. 107 of the Copyright Act. Contractors shall not share access to library resources at NIH with, perform searches for, or provide results to, non-NIH users, i.e. collaborators at other universities or research centers.

ARTICLE H.14. CONFIDENTIALITY OF INFORMATION

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

The following information is covered by this article:

To be determined at the Task Order Level (Statement of Work)

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

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

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

ARTICLE H.16. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

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

Dr. Sherry Mills	OR	Dr. Richard G. Wyatt
NIH Competition Advocate for R&D Contracts		NIH Competition Advocate for Non R&D Contracts
6705 Rockledge Drive, Suite 305		1 Center Drive, 160, MSC 0151

Bethesda, MD 20892		Bethesda, MD 20892-0151
Phone: 301-435-2729		Phone: (301) 496-4920
E-mail: sherry.mills@nih.gov		E mail: WyattRG@mail.nih.gov

ARTICLE H.17. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

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

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

ARTICLE H.18. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

ARTICLE H.19. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

to the NIH Revitalization Act (P.L. 103-43, Section 206), which adds Section 402(b) to the Public Health Service Act, it is required that NIH, "in conducting and supporting programs for research, research training, recruitment, and other activities, provide for an increase in the number of women and individuals from disadvantaged backgrounds (including racial and ethnic minorities) in the fields of biomedical and behavioral research." In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 require reasonable accommodations to be provided to individuals with disabilities.

It is NIH policy that organizers of scientific meetings should make a concerted effort to achieve appropriate representation of women, racial/ethnic minorities, and persons with disabilities, and other individuals who have been traditionally underrepresented in science, in all NIH sponsored and/or supported scientific meetings.

Therefore, it is the contractor's responsibility to ensure the inclusion of women, minorities, and persons with disabilities in all events when recruiting speakers and/or participants for meetings or conferences funded by this contract.

See the policy announcement for additional details and definitions at:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

ARTICLE H.20. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

ARTICLE H.21. RAMP ON OF CONTRACTORS

LTASC III Contracting Officer (CO) will review every two years the total number of contractors to ensure adequate competition for task orders throughout the period of performance. The total number of contractors may fluctuate due to various reasons, such as general economic conditions, or other reasons.

If the LTASC III determines that it is in the best interest of the government to " Ramp On" to the multiple award IDIQ contract new contractors, the LTASC III CO has the discretion to announce " Ramp On" period at any time during the effective period of the multiple award IDIQ contract, but no earlier than two years from date of award.

The LTASC III CO will announce the " Ramp On" period by publishing a notice in Federal Business Opportunities.

The " Ramp On" period announcement will provide an estimate of the number of new awards that the LTASC III CO intends to make. Under the " Ramp On" period the LTASC III CO will issue a solicitation using substantially the same best value criteria as delineated in Section M of the solicitation. Any offeror meeting the eligibility requirements identified in the new " Ramp On" solicitation may submit a proposal in response to the solicitation. However, the LTASC III CO has the discretion to award more or fewer contracts than the number anticipated in the solicitation depending upon the quality of the offers received.

Any resulting contracts awarded under this provision will not exceed the remaining period of performance of the existing multiple award IDIQ contract. Any contractor receiving a contract under this " Ramp On" period will be eligible to compete on future task orders with the same rights and obligations of any other LTASC III contractor. Contracts awarded under this " Ramp On" period provision will share in the ceiling of the LTASC III contract and the overall ceiling of the basic contract will not be increased.

ARTICLE H.22. AD HOC OR SITUATIONAL TELEWORK

Office of Personnel Management (OPM) recently updated its Telework Policy to allow federal employees, and contractors on site in support of federal employees, the opportunity for " unscheduled leave or unscheduled telework" in the event of a government emergency. An emergency by the government is defined as: hazardous road conditions in the winter months, building closures, public transportation concerns, and in some instances - government shut-downs. The COR must also approve the contractor to telework during such an emergency by the government.

The provision for ad- hoc or situational telework will be authorized by the Government in writing, based on administrative support needs to ensure continuity of operations during unforeseen emergencies.

Telework arrangements must be coordinated on an as- needed basis, and approved by the contracting officer (CO) or contracting officer's representative (COR) prior to contractor's performance. A report of telework activities shall be submitted by the contractor employee to the contractor program manager for each day telework is performed. The contractor program manager shall submit the report to the CO & COR by the end of each telework day. The contractor responsible for and shall adhere to the accountability, protection and security of government furnished property and information in accordance with applicable agency policies and procedures.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/>. HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Jun 2020	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	May 2014	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Jun 2020	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Jun 2020	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Jun 2020	Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)
52.203-17	Jun 2020	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.203-19	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-10	Jun 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	Oct 2018	System for Award Management Maintenance
52.204-25	Aug 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-6	Jun 2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun 2020	Audit and Records - Negotiation
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over \$750,000)
52.215-12	Aug 2020	Subcontractor Certified Cost or Pricing Data
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$750,000)

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Jun 2020	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.219-8	Aug 2018	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Jun 2020	Small Business Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)
52.219-14	Mar 2020	Limitations on Subcontracting
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)
52.222-3	Jun 2003	Convict Labor
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Jun 2020	Equal Opportunity for Veterans (\$150,000 or more)
52.222-36	Jun 2020	Equal Opportunity for Workers with Disabilities
52.222-37	Jun 2020	Employment Reports on Veterans (\$150,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Oct 2020	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Jun 2020	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Jan 2021	Buy American - Supplies
52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases
52.227-1	Jun 2020	Authorization and Consent
52.227-2	Jun 2020	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Feb 2013	Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)
52.229-4	Feb 2013	Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	May 2014	Interest (Over the Simplified Acquisition Threshold)
52.232-23	May 2014	Assignment of Claims
52.232-25	Jan 2017	Prompt Payment
52.232-33	Oct 2018	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	May 2014	Disputes

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
52.244-6	Jun 2020	Subcontracts for Commercial Items
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-4	Apr 1984	Termination for Convenience of the Government (Services) (Short Form)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)
52.253-1	Jan 1991	Computer Generated Forms

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

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.237-75	Dec 2015	Key Personnel

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT- Rev. 03/2021].

ARTICLE I.1. GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/>. HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.

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

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Jun 2020	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	May 2014	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Jun 2020	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Jun 2020	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)

<u>FAR</u>		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.203-12	Jun 2020	<i>Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)</i>
52.203-17	Jun 2020	<i>Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)</i>
52.203-19	Jan 2017	<i>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</i>
52.204-4	May 2011	<i>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)</i>
52.204-10	Jun 2020	<i>Reporting Executive Compensation and First-Tier Subcontract Awards</i>
52.204-13	Oct 2018	<i>System for Award Management Maintenance</i>
52.204-25	Aug 2020	<i>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</i>
52.209-6	Jun 2020	<i>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</i>
52.215-2	Jun 2020	<i>Audit and Records - Negotiation</i>
52.215-8	Oct 1997	<i>Order of Precedence - Uniform Contract Format</i>
52.215-10	Aug 2011	<i>Price Reduction for Defective Certified Cost or Pricing Data (Over \$750,000)</i>
52.215-12	Aug 2020	<i>Subcontractor Certified Cost or Pricing Data</i>
52.215-14	Jun 2020	<i>Integrity of Unit Prices (Over the Simplified Acquisition Threshold)</i>
52.215-15	Oct 2010	<i>Pension Adjustments and Asset Reversions (Over \$750,000)</i>
52.215-18	Jul 2005	<i>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions</i>
52.215-19	Oct 1997	<i>Notification of Ownership Changes</i>
52.215-21	Jun 2020	<i>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications</i>
52.219-8	Aug 2018	<i>Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)</i>
52.219-9	Jun 2020	<i>Small Business Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.219-14	Mar 2020	<i>Limitations on Subcontracting</i>
52.219-16	Jan 1999	<i>Liquidated Damages - Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.222-20	Jun 2020	<i>Contracts for Materials, Supplies, Articles, and Equipment</i>
52.222-21	Apr 2015	<i>Prohibition of Segregated Facilities</i>
52.222-26	Sep 2016	<i>Equal Opportunity</i>
52.222-35	Jun 2020	<i>Equal Opportunity for Veterans (\$150,000 or more)</i>
52.222-36	Jun 2020	<i>Equal Opportunity for Workers with Disabilities</i>
52.222-37	Jun 2020	<i>Employment Reports on Veterans (\$150,000 or more)</i>
52.222-40	Dec 2010	<i>Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)</i>
52.222-50	Oct 2020	<i>Combating Trafficking in Persons</i>

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Jun 2020	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Jan 2021	Buy American - Supplies
52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases
52.227-1	Jun 2020	Authorization and Consent
52.227-2	Jun 2020	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Feb 2013	Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)
52.229-4	Feb 2013	Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)
52.232-7	Aug 2012	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	May 2014	Interest (Over the Simplified Acquisition Threshold)
52.232-23	May 2014	Assignment of Claims
52.232-25	Jan 2017	Prompt Payment
52.232-33	Oct 2018	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	May 2014	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-3	Sep 2000	Changes - Time-and-Materials and Labor-Hours
52.244-2	Oct 2010	Subcontracts (Over the Simplified Acquisition Threshold)
52.244-6	Jun 2020	Subcontracts for Commercial Items
52.245-1	Jan 2017	Government Property
52.245-9	Apr 2012	Use and Charges
52.249-6	May 2004	Termination (Cost-Reimbursement), Alternate IV (Sep 1996)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

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

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.233-71	Dec 2015	Litigation and Claims

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.237-75	Dec 2015	Key Personnel

[End of GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT- Rev. 03/2021].

ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

- a. **Alternate IV** (October 2010) of FAR Clause **52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications** (June 2020) is added.
- b. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (November 2016), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- c. FAR Clause **52.216-8, Fixed Fee** (June 2011), is deleted in its entirety and FAR Clause **52.216-11, Cost Contract--No Fee** (April 1984) is substituted therefor.
- d. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.
- e. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (Jan 2017)
- f. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
- g. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.
- h. FAR Clause **52.249-8, Default (Fixed-Price Supply And Service)** (April 1984) is applicable to this contract.

ARTICLE I.3. Additional Contract Clauses

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).
2. FAR Clause **52.203-16, Preventing Personal Conflicts of Interest** (December 2011).
3. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2011).
4. FAR Clause **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (October 2016).
5. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply or Services** (May 2014).
6. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (November 2015).
7. FAR Clause **52.210-1, Market Research** (April 2011).
8. FAR Clause **52.216-4, Economic Price Adjustment - Labor and Material** (January 2017).
9. FAR Clause **52.217-8, Option to Extend Services** (November 1999).

..The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION].

10. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (November 2011).

Alternate I (November 2011) _____ applicable to this contract.

Alternate II (November 2011) _____ applicable to this contract.

11. FAR Clause **52.219-14, Limitations on Subcontracting** (November 2011).
12. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (July 2013).
13. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011).

Alternate I (May 2011) _____ applicable to this contract.

Alternate II (May 2011) _____ applicable to this contract.

14. FAR Clause **52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products** (October 2015).

Alternate I (June 2014) _____ applicable to this contract.

15. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).
16. FAR Clause **52.224-2, Privacy Act** (April 1984).
17. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
18. FAR Clause **52.227-19, Commercial Computer Software License** (December 2007).
19. FAR Clause **52.232-18, Availability of Funds** (April 1984).
20. FAR Clause **52.237-3, Continuity of Services** (January 1991).
21. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).
22. FAR Clause **52.242-4, Certification of Final Indirect Costs** (January 1997).
23. FAR Clause **52.245-1, Government Property** (Jan 2017).
24. FAR Clause **52.245-9, Use and Charges** (April 2012).
25. FAR Clause **52.246-25 Limitation of Liability-Services** (February 1997).

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

1. HHSAR Clause **352.208-70, Printing and Duplication** (December 2015)
2. HHSAR Clause **352.211-2, Conference Sponsorship Request and Conference Materials Disclaimer** (December 2015)
3. HHSAR Clause **352.211-3, Paperwork Reduction Act** (December 2015)
4. HHSAR Clause **352.231-70, Salary Rate Limitation** (December 2015)

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

See the following website for Executive Schedule rates of pay: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top

of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)

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

This contract incorporates the following clauses in full text.

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

1. FAR Clause 52.204-21, **Basic Safeguarding of Covered Contractor Information Systems** (June 2016)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

b. Safeguarding requirements and procedures.

1. The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

i. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

ii. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

iii. Verify and control/limit connections to and use of external information systems.

iv. Control information posted or processed on publicly accessible information systems.

v. Identify information system users, processes acting on behalf of users, or devices.

vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

vii. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

- ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- xii. Identify, report, and correct information and information system flaws in a timely manner.
- xiii. Provide protection from malicious code at appropriate locations within organizational information systems.
- xiv. Update malicious code protection mechanisms when new releases are available.
- xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

2. *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

c. *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

2. ***FAR Clause 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (October 2018)***

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

- a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management (SAM) database at <http://www.acquisition.gov>.*
- b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--*
 - 1. *The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--*
 - i. *Government personnel and authorized users performing business on behalf of the Government; or*
 - ii. *The Contractor, when viewing data on itself; and*

2. *The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--*
 - i. *Past performance reviews required by subpart 42.15;*
 - ii. *Information that was entered prior to April 15, 2011; or*
 - iii. *Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.*
- c. *The Contractor will receive notification when the Government posts new information to the Contractor's record.*
 1. *If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.*
 2. *The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.*
 3. *As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.*
- d. *Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.*

(End of clause)

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

1. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued up to sixty (60) Months after date of award.
2. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
3. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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

1. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
2. **Maximum Order.** The Contractor is not obligated to honor--

1. Any order for a single item in excess of \$150,000,000.00 .
 2. Any order for a combination of items in excess of \$150,000,000.00 ; or
 3. A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
3. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
4. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
5. FAR Clause **52.216-22, Indefinite Quantity** (October 1995)
1. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
 2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
 3. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
 4. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract Three Hundred Sixty Five (365) days after the expiration of the contract.

(End of clause)

6. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

1. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option clause.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS.

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

1. HHSAR Clause **352.237-74, Non-Discrimination in Service Delivery** (December 2015).

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental).

By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of Clause)

ARTICLE I.5. SMALL BUSINESS ADMINISTRATION - 8(a) PROGRAM

ARTICLE I.5. SMALL BUSINESS ADMINISTRATION - 8(a) PROGRAM

N/A for this contract

a. FAR Clause **52.219-70XX, Section 8(a) Direct Award** (HHS/SBA PA-October 23, 2012 until amended)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the _____ [INSERT AGENCY NAME]. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: _____ [INSERT APPROPRIATE COGNIZANT SBA DISTRICT OFFICE.].

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

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

- a. FAR Clause **52.222-41, Service Contract Labor Standards** (May 2014).
- b. FAR Clause **52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year And Option Contracts)** (May 2014).
- c. FAR Clause **52.222-49, Service Contract Labor Standards--Place Of Performance Unknown** (May 2014)

"(a), wage determinations have been requested for the following: Montgomery County, MD; Washington DC; Baltimore County, MD; Durham County, NC; and Ravalli County, MT. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by _____ [insert time and date]....." **Additional Places will be determined at the task order level**

- d. FAR Clause **52.222-55 Minimum Wages Under Executive Order 13658** (December 2015)
- e. FAR Clause **52.222-62 Paid Sick Leave Under Executive Order 13706** (January 2017).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

1. ELECTRONIC INVOICING INSTRUCTIONS FOR NIH CONTRACTORS/VENDORS

Electronic Invoicing Instructions Notification to NIH Contractors/Vendors, located at: <https://oamp.od.nih.gov/sites/default/files/dgs/Communication%20to%20Vendors%20on%20Deadline%20to%20Stop%20Accepting%20Mailed%20Invoice%20Final%2011-4-20-508.pdf>

Electronic Invoicing Step-by-Step Instructions for NIH Contractors/Vendors, located at: <https://oamp.od.nih.gov/sites/default/files/dgs/GuidanceInvoiceSubmissionEmail%20NIHOFMrev103020-508.pdf>

2. Privacy Act System of Records, Number

Privacy Act System of Records, Number _____

3. Report of Government Owned, Contractor Held Property

Report of Government Owned, Contractor Held Property, dated 10/2014, 1 page. Located at: <http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Govt-Owned-Prop.pdf>

4. HHS SECTIONS 508 PRODUCT ASSESSMENT TEMPLATE

<https://www.hhs.gov/web/section-508/contracting/technology-products/vpath-instructions/index.html>

5. COVID-19 RETURN TO WORK GUIDANCE

1. COVID-19 Return to Work Guidance, located at:

<https://oamp.od.nih.gov/sites/default/files/DGS/Return-to-Work-Guidance.pdf>

<https://oamp.od.nih.gov/sites/default/files/DGS/Return-to-Work-Guidance.docx>

2. COVID-19 Return to Work Guidance – Appendix I for Contractors, located at:

https://oamp.od.nih.gov/sites/default/files/DGS/Return-to-Work-Guidance%20-%20Appendix%20I%20for%20CTRs_20200616.pdf

https://oamp.od.nih.gov/sites/default/files/DGS/Return-to-Work-Guidance%20-%20Appendix%20I%20for%20CTRs_20200616.docx

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (December 2014).

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

(End of clause)

END of the SCHEDULE

(CONTRACT)