

## **NIH Long-Term Administrative Support Contract (LTASC)**

### **B. Continuation of Standard Form 1449 Block 20**

#### **B.I DESCRIPTION OF SUPPLIES OR SERVICES**

This requirement is to obtain administrative services on a long-term basis across all of the National Institutes of Health (NIH) Institutes, Divisions, Centers and Offices. The Contractor shall provide up to 800 administrative support personnel over the life of the contract (includes base year and all option periods) on a Task Order basis. Services required will be performed in a scientific research environment; therefore, administrative personnel should have some experience or familiarity working in such a field.

#### **B.II PRICES**

- a. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$1,000 (minimum) nor more than a total of \$50,000,000 (maximum) for successful performance of this contract.
- b. The prices set forth in the Pricing Table (Attachment #1) will cover the contract base period February 1, 2010 through January 31, 2011.
- c. Upon delivery and acceptance of the item(s) described in SECTION C.II.1 of this contract, the Government shall pay to the Contractor the unit prices set forth in the Attachment #1.

#### **B.III. OPTION PRICES**

- a. Unless the Government exercises its option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, this contract consists only of the Base Period specified in Section B.II of this contract.
- b. Pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, the Government may, by unilateral contract modification, require the Contractor to perform the Option Period(s) specified in the Section C.II.5 of this contract. If the Government exercises this/these option(s), notice must be given before the expiration date of the contract. Specific information regarding the time frame for this notice is set forth in Section C.II.18 of this contract.
- c. The Contractor shall be reimbursed by the Government not more than the amounts listed below for each option period, at the unit prices set forth in the Pricing Table, Attachment 1.

<b>Option Period</b>	<b>Maximum</b>
1 (February 1, 2011-January 31, 2012)	\$50,000,000
2 (February 1, 2012- January 31, 2013)	\$50,000,000
3 (February 1, 2013- January 31, 2014)	\$50,000,000
4 (February 1, 2014- January 31, 2015)	\$50,000,000

Wage determinations by location are provided in Attachment #2.

#### **B.IV 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 Project Officer to the Contractor's Program 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.

### **C. Contract Clauses**

#### **C.I FAR 52.212-4 Contract Terms and Conditions—Commercial Items (March 2009) and Alternate I (Oct 2009)**

Clause 52.212-4 Contract Terms and Conditions-Commercial Items and Alternate I are hereby incorporated by reference.

#### **C.II Addendum to FAR 52.212-4 Contract Terms and Conditions—Commercial Items:**

##### **C.II.1. STATEMENT OF WORK**

###### **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.

In NIH's recent negotiations with HHS and the Office of Management and Budget (OMB) regarding the competitive sourcing process, a number of administrative support employees were identified to be transitioned from government full time equivalent (FTE) to long-term contract as the positions are vacated by the current Federal employees. In addition to the positions to be filled as a result of the FAIR Act, 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 364 days past the end date of the performance period of the award resulting from this solicitation) across all of the NIH ICs and Offices for positions affected by the FAIR Act and for additional positions that are not inherently governmental.

###### **Scope of the Contract**

This contract includes long-term administrative support to fill the needs of the positions that become vacant through FTE attrition. 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 make task orders against the contract; however,

there is no guarantee of customer usage.

## **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 labor mix appropriate for the task(s) to be performed.
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.
5. Contractor personnel are expected to 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. 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 Project Officer may request removal of a contractor employee for improper conduct. A security violation will require immediate removal.
6. 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 Request for Proposal.
7. Contractors shall not receive a "finder's fee" or other payment from the Government if a contractor employee is hired by the Government as a full-time or part-time position.

### ***b. Supervision***

This contract may not be used to provide personal services. Federal personnel who are responsible for contract administration and monitoring shall not be so detailed as to constitute supervision of the Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel. The Contractor personnel

assigned to render services shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provision of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required.

*c. Recruitment and Retention*

The Contractor shall employ hiring and retention practices that ensure the Contractor is able to identify, screen, place, monitor, train, and retain qualified candidates to fulfill service requirements under this contract.

*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. Time spent by contractor employees on Government/NIH specific training will be billable. If the Contractor changes employees during the performance of tasks frequently enough to interfere with government operations and impose a burden on government training staff, the Contractor **may be subject to reimbursing the NIH for training**, in addition to review of whether performance levels have been met.
2. Limited training of Contractor employees may be authorized; as an 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 progress.
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 Project Officer.
4. When the Government has given prior approval for training to meet special requirements that are peculiar to a particular Task Order, the Government will reimburse the Contractor for tuition, travel, and per diem as required, as well as for labor hours at the rate designated in the Task Order for the particular skill level.
5. Training at government expense shall not be authorized for replacement personnel for the sole purpose of keeping Contractor employees abreast of advances in the state-of-the-art technology or for training Contractor employees on equipment, computer languages, and computer operating systems for which training is available on the commercial market.

*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. When necessary, Contractors will be eligible for overtime work. The necessity of overtime work will be determined at the Task Order level. In the instance that working overtime is required, the Contractor shall gain prior approval by the Task Order Project Officer.

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)
- 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. Records of time spent for labor-hour and firm-fixed-price Task Orders shall be made available to the Government if requested.

**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.

<b>Administrative Tasks for General Office Support Services</b>
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
<b>Administrative Tasks for Services Support</b>
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
<b>Administrative Tasks for Travel Support Services</b>
Preparing all types of travel orders using the official travel system
Preparing vouchers and making travel arrangements
Answering/Researching general travel related questions
Maintaining travel associated files
<b>Administrative Tasks for Meeting Support Services</b>
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
<b>Administrative Tasks for Mail Support Services</b>
Receiving and processing incoming mail including preparing requests for FedEx shipments, UPS, and other priority mail services, and couriers

<b>Administrative Tasks for Procurement Support Services</b>
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
<b>Administrative Tasks for Property Management Support Services</b>
Requesting property passes and property transfers
Answering questions, assisting with tracking, and maintaining associated files
<b>Administrative Tasks for Personnel Support Services</b>
Serving as a timekeeper and maintaining time and attendance records
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
<b>Administrative Tasks for Publication Support Services</b>
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

**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.

*a. Key Personnel*

This contract requires at least one Program Manager and one 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. Additional Deputy Program managers may be required on- or off-site depending on Task Order requirements.

**Labor Category: Program Manager**

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 Program Manager 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**

The Deputy Program Manager will manage one or more Task Orders, depending on the Contractor's management structure. The Deputy Program Manager must have a working knowledge of the contract and some degree of authority to perform the Program Manager's role for limited periods of time when the Program Manager is unavailable. The Deputy Program Manager 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 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.

Based on future contract requirements, it may be necessary for a Contractor to assign additional Deputy Program Manager(s) to oversee administrative support personnel either a) not accessible to the Program Manager (i.e., at a remote location) or b) located in a large concentration (e.g., an on-site Deputy Program Manager may provide service to an IC where a large number of administrative support personnel are operating).

The Government will allow the Contractor to bill the Program Manager or the Deputy Program Manager(s) as hourly-rate contract line items against Task Orders, or to include the Program Manager or the Deputy Program Manager(s) in the overhead rates of the administrative support personnel working against Task Orders under the contract. The Program Manager and one Deputy Program Manager(s) 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 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 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. All proposed substitutions shall be determined by NIH to have qualifications and job status equivalent to the person being replaced or consideration shall be granted and the rates may be equitably adjusted. Discussions with the replacement

may be required by NIH to further assess the qualifications of the candidate. The Contractor will pay for all expenses related to these discussions.

Please list the names and contact information of your proposed key personnel in the format below. The list of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

Labor Category	Name(s)	Contact Information
Program Manager		
Deputy Program Manager		

**b. Non-Key Personnel**

While not considered "Key Personnel" for the evaluation of proposals, 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: Entry-Level Administrative Assistant (Admin 1)**

The Admin 1 performs the most basic level of administrative functions. Duties include generic clerical skills such as greeting and directing visitors, fielding phone calls, and scheduling meetings. 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 (Admin 2)**

In addition to the skills defined under the entry-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. Staff in this category must have a minimum of a high school diploma and two (2) years of related work experience.

**Labor Category: Senior Administrative Assistant (Admin 3)**

The senior administrative assistant is expected to perform 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. 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 and four (4) years of related work experience are required for this position.

**Labor Category: Executive Assistant (Admin 4)**

The executive assistant performs administrative duties for executive management. This position requires the ability to perform all tasks of the other positions, but requires advanced computer and internet research skills and an extensive knowledge of business administration. 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 and eight (8) years of related work experience are required.

**Task Orders**

Under the provisions of this contract, Task Orders will be provided when NIH needs to fill at least one (1) administrative support position. In the event that a requestor may need multiple administrative support personnel, the Task Order may be used to hire a sufficient number to meet the need. The Task Order will provide detail of the specific tasks that will be required and the labor category of the position. For each Task Order, the Contractor shall perform initial interviews, reference checks, and other preliminary hiring functions prior to submitting one (1) to three (3) résumés of personnel suited to each position for evaluation. In addition, the Contractor shall submit a basic price proposal for the Task Order. Depending on the type of Task Order, the price proposal will either be a fixed price or hourly rate. The Contractor may choose to discount the contract hourly rate at the Task Order level, but may not exceed the rates proposed in this solicitation for any Task Order. Inclusion of Other Direct Costs will be determined on a Task Order basis. Discussions with the administrative personnel proposed may be required by NIH to further assess the qualifications of the candidate. If discussions are held, the Task Order Contracting Official will notify the Offeror's designated point of contact for the Task Order. The Offeror will coordinate all discussion requests with the administrative personnel and Contractor Management staff shall attend all discussions. The Contractor will pay for all expenses related to these discussions. Task Order procedures are further outlined in section C.II.14 of this solicitation.

**Place of Performance**

Tasks will be performed across all of NIH's Institutes and Centers. 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; Cincinnati, OH; Detroit, MI; Framingham, MA; Hamilton, MT; and Phoenix, AZ.

The distribution of administrative support employees across the locations identified is unknown. Currently, approximately 15,800 of NIH's approximately 18,050 TOTAL 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.

### **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 Long-Term Administrative Support Contract (LTASC) Project Officer within OLAO will be designated to oversee and manage the contract and an LTASC Contracting Official will perform contract administration duties. Responsibilities of the government LTASC Project Officer are described in further detail in section C.II.6.

The LTASC Project Officer 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. These tools include the following:

#### *c. In-Process Reviews*

The LTASC Project Officer within OLAO conducts an In-Process Review (IPR) for each contract. IPRs are designed to show the work accomplished and underway, to ensure the work is utilizing approved standards, architectures, and guidelines, and to surface issues encountered during Task Order execution (e.g., discrepancies between customer approaches or requirements, lack of information or guidance needed, etc.). These reviews encompass assessments of past performance evaluations and Contractor's Monthly Program Status Reports, which are discussed in the next section. IPRs will also help NIH determine if the contract option should be exercised.

#### *d. Reporting*

The preparation and submission of regularly recurring Monthly Program Status Reports (MPSRs) will be required in any contract resulting from this solicitation. These reports will require information about the activities undertaken during the reporting period. A sample report format is included in the solicitation (Attachment 4). It includes a brief summary of significant activities and problems occurring during the reporting period. It also provides cost, schedule, and quality status of Task Orders, organized by the Task Order Number. Each Contractor must prepare a MPSR even if there has been no activity under the contract. All reports required herein shall be submitted in electronic format (Microsoft Word, Adobe Acrobat, or another format as agreed upon by the LTASC Project Officer). The report must be received by the LTASC Project Officer via E-mail (tylerg@od.nih.gov) with a cc to the LTASC Contract Specialist/Officer via E-mail (worshamz@od.nih.gov) no later than the 10<sup>th</sup> of each month.

The delivery schedule shall be as follows:

<b>Deliverable</b>	<b>Deliverable Due Date</b>
--------------------	-----------------------------

Monthly Program Status Reports (MPSRs)	Monthly, no later than the 10 <sup>th</sup> of each month.
Revised MPSRs	Within five days of request.
Other Deliverable Products (as defined in individual Task Orders)	As required & specified in Government requests.
Revised Deliverable Products	Within mutually agreed period at Task Order level.

C.II.2 Security Requirements

The Statement of Work (SOW) requires the Contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the Contractor and any subcontractor performing under this contract shall comply with the following requirements:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

**a. Information Type**

Administrative, Management and Support Information:

Contractor(s) will be expected to use systems described in [http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60\\_Vol2-Rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60_Vol2-Rev1.pdf) related to administrative services.

Mission Based Information:

**b. Security Categories and Levels can range from low to moderate depending on the particular position placement.**

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

**c. Position Sensitivity Designations can range from low to moderate depending on the particular position placement.**

1. The following position sensitivity designations and associated clearance and investigation requirements apply under this contract. Specific Designation will be determined on the Task Order Level.

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

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

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

2. The Contractor shall submit a roster, by name, position, E-mail address, phone number, and responsibility, of all staff (including subcontractor staff) working under the Task Order who will have the ability to access a Federal information system(s). The roster shall be submitted to the Task Order Project Officer, with a copy to the Task Order Contracting Official, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Task Order Contracting Official shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at:  
<http://ais.nci.nih.gov/forms/Suitability-roster.xls>.

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

3. Contractor/subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

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

**d. Information Security Training**

The Contractor shall ensure that each Contractor/subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

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

**e. Rules of Behavior**

The Contractor/subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: <http://irm.cit.nih.gov/security/nihitrob.html>.

**f. Personnel Security Responsibilities**

Contractor Notification of New and Departing Employees Requiring Background Investigations

1. The Contractor shall notify the Task Order Contracting Official, the Task Order Project Officer, and the Security Investigation Reviewer within **five working days** before a new employee assumes a position that requires a suitability determination or when an employee with a security clearance stops working under the contract. All Contractor employees will be required to undergo the necessary NACI background investigation as stipulated in HSPD-12. The Government will initiate a background investigation on new employees requiring security clearances and will stop pending background investigations for employees that no longer work under the contract. The background investigation must be initiated before beginning work at NIH, though the Contractor employee may work while the investigation is being completed.
2. New employees:
  - Provide the name, position title, E-mail address, and phone number of the new employee.
  - Provide the name, position title, and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.
3. Departing employees:

- Provide the name, position title, and security clearance level held by or pending for the individual.
- Perform and document the actions identified in the "Employee Separation Checklist" (see <http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf>) of this contract, when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the Task Order Project Officer and/or Task Order Contracting Official upon request.

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

**1. Contractor Agreement**

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

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

**2. Contractor-Employee Non-Disclosure Agreements**

Each Contractor/subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement (Attachment 5) to meet NIH standards for protecting confidentiality of information and conflict of interest. A copy of each signed and witnessed agreement shall be submitted to the Task Order Project Officer prior to performing any work under the contract. Contractor staff shall be required to handle proprietary information in the strictest confidence and shall be bound by the same terms as the Government in this respect.

**C.II.3 CONTRACTOR E-MAIL ACCESS**

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.

#### C.II.4 GOVERNMENT FURNISHED PROPERTY

The awardee(s) of the contract may be granted Government Furnished Property on individual Task Orders for on-site Contractor employees to include:

1. Space, utilities, workstations, chairs, tables, phones and service, computers and setup/maintenance, fax machines, copiers, printers, NIH standard applications & software for computers, office/career center furniture, LAN, Internet access, and electronic mail service necessary to perform the requirements of individual Task Orders.
2. Postal/Distribution: The vendor may use NIH mail services to the extent possible.
3. The management and control of any government property shall be in accordance with the HHS Publication entitled, Contractors Guide for Control of Government Property, which can be found at:  
[http://www.hhs.gov/oamp/policies/contractors\\_guide\\_for\\_control\\_of\\_gov\\_property.pdf](http://www.hhs.gov/oamp/policies/contractors_guide_for_control_of_gov_property.pdf).
4. Parking: Parking may be available for on-site personnel only.

#### C.II.5 PERIOD OF PERFORMANCE

1. The base period of performance of this contract shall be from February 1, 2010 through January 31, 2011.
2. If the Government exercises its option(s) pursuant to ARTICLE C.II.19 of this contract, the period of performance will be increased as listed below:

<b>Option Period Number</b>	<b>Option Period</b>
1	February 1, 2011-January 31, 2012
2	February 1, 2012- January 31, 2013
3	February 1, 2013- January 31, 2014
4	February 1, 2014- January 31, 2015

3. No Task Orders shall extend more than 364 days past the end date of Option Year 4 on the contract.

### C.II.6 Contract (LTASC) Project Officer

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

**Mr. Gary Tyler**  
**Phone Number: 301-435-3936**  
**Email: tylerg@od.nih.gov**

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

For guidance from the LTASC Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and (4) not constitute a basis for any increase in the contract price or extension to the contract delivery.

The Contracting Officer is the only person with the authority to act as an 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 or specifications; (2) modify or extend the period of performance; (3) change the delivery schedule; or (4) otherwise change any terms and conditions of this contract.

The Government may unilaterally change the LTASC Project Officer designation at any time.

### C.II.7 Technical Direction

Work performance shall be subject to the technical direction of the LTASC Project Officer. 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 drawings, 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 Project Officer 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"; (iii) in any manner causes an increase or decrease in the total estimated contract cost, the fixed fee 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 Project Officer 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 Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the LTASC 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".

#### C.II.8 Indefinite Delivery Contract Payment Method

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- a. A Task/Delivery Order Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless one of these numbers is issued.
- b. Invoices shall be submitted monthly to the address indicated in C.II.9 Invoice Submission of this contract. Invoices shall cite the Contract Number and the Task/Delivery Order Number for each order for which payment is being requested. See C.II.9 Invoice Submission for more information about submission of a proper invoice.

#### C.II.9 Invoice Submission

The Contractor shall submit invoices on a monthly basis. Invoice instructions for NIH Firm-Fixed-Price Type Contracts, NIH (RC)-2 (Attachment 6), are made part of this contract. These instructions also apply to invoices for Labor-Hour Contracts. 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.

1. Payment requests shall be submitted as follows:

a. One original to the following designated billing office:

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

b. One copy to the Task Order Approving Official:

TBD. Determined on Task Order

The Contractor shall submit an electronic copy of the payment request to the approving official/Task Order Project Officer in lieu of a paper copy. The payment request shall be transmitted as an attachment via E-mail to the address listed above in a format compatible with the computer systems at NIH [e.g., MS Word, MS Excel, or Adobe Portable Document Format (PDF)]. **(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 Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract will be on the Task Order.
- b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution will be on the Task Order.
- c. Vendor Identification Number.
- d. DUNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.
- e. Identification of whether payment is to be made using a two-way or three-way match. This contract requires a three-way match.
- f. Inquiries regarding payment shall be directed to the designated billing office, (301) 496-6088.

C.II.10 Post Award Evaluation of Contractor Performance

## **Contractor Performance Evaluations**

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

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 Task Order/LTASC Contracting Official, 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.

## **Electronic Access to Contractor Performance Evaluations**

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

[http://oamp.od.nih.gov/OD/CPS/cps\\_contractor.htm](http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm)

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

### C.II.11 Reporting Matters Involving Fraud, Waste, and Abuse

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

Office of Inspector General  
Department of Health and Human Services  
TIPS HOTLINE  
P.O. Box 23489

### C.II.12 Press Releases

Pursuant to the current HHS annual appropriations act, 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.

C.II.13 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Clause No.	Date	Title
52.203-3	Apr-1984	Gratuities (Over \$100,000)
52.203-12	Sep-2007	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug-2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Sep-2006	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.227-1	Dec-2007	Authorization and Consent
52.227-2	Dec-2007	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.237-2	Apr-1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan-1991	Continuity of Services
52.242-13	Jul-1995	Bankruptcy (Over \$100,000)
52.244-2	Jun-2007	Subcontracts (Over \$100,000)
52.245-1	Jun-2007	Government Property
52.245-9	Jun-2007	Use and Charges
52.253-1	Jan-1991	Computer Generated Forms

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

HHSAR Clause No.	Date	Title
352.202-1	Jan-2006	Definitions
352.232-9	Jan-2006	Withholding of Contract Payments
352.270-4	Jan-2001	Pricing of Adjustments
352.270-5	Jan-2006	Key Personnel
352.270-6	Jan-2006	Publications and Publicity
352.270-10	Jan-2006	Anti-Lobbying
352.270-13	Jan-2006	Tobacco Free Facilities

[End of GENERAL CLAUSES FOR A FIRM-FIXED-PRICE OR LABOR-HOUR CONTRACT - Rev. 06/2007].

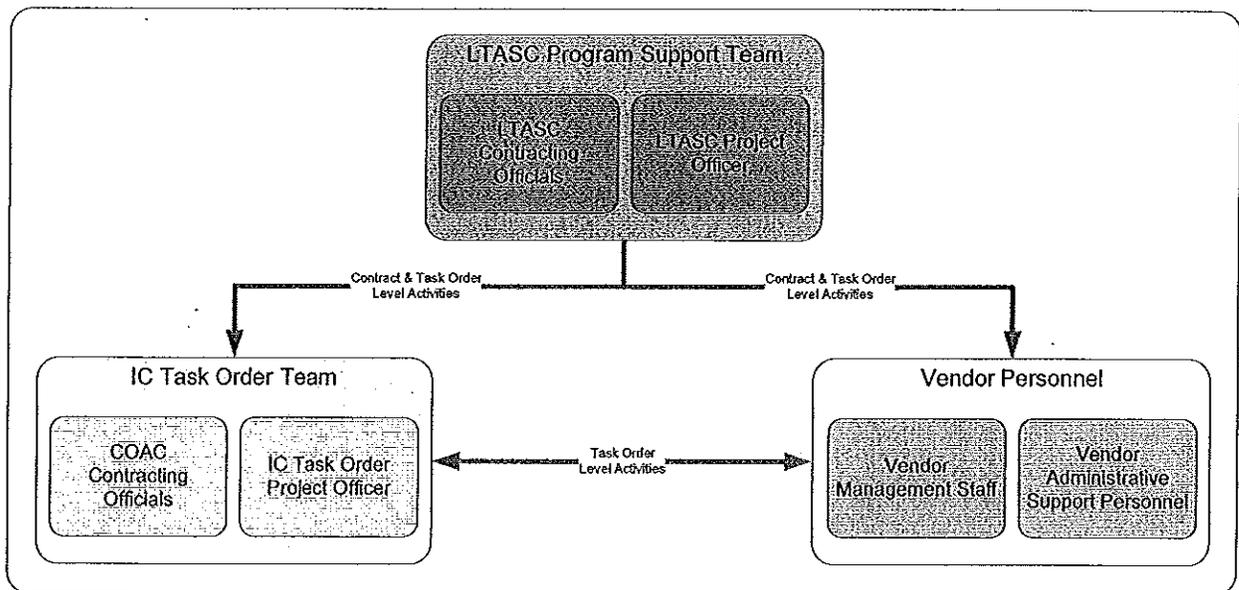
#### C.II.14 TASK ORDER PROCEDURES

One or more Task Orders (TOs) may be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Specialist/Officer will provide each Contractor with a fair opportunity to be considered for each order in excess of \$3,000 unless one of the conditions in FAR 16.505(b)(2) applies.

The primary roles supporting the LTASC contract and task orders on behalf of the National Institutes of Health (NIH) are:

- LTASC Program Support Team
  - LTASC Contracting Officials
    - LTASC Contracting Officer
    - LTASC Contracting Specialist
  - LTASC Project Officer
- IC Task Order Team
  - Consolidated Operations Acquisition Center (COAC) Contracting Officials
    - COAC Contracting Officer
    - COAC Contracting Specialist
  - IC Task Order Project Officer

Each will play a significant role in the maintenance of the LTASC contract as well as the initiation, tracking, and close-out of each task order.



Specific Task Order Procedures are found at Attachment #3.

### C.II.15 TASK 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. Richard G. Wyatt  
 NIH Competition Advocate  
 1 Center Drive, Room 160, MSC 0151  
 Bethesda, MD 20892-0151  
 Phone: (301) 496-4920  
 FAX: (301) 402-4273  
 E-mail: [WyattRG@mail.nih.gov](mailto:WyattRG@mail.nih.gov)

### C.II.16 FAR 52.216-18, Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 1, 2010 through January 31, 2011.

(b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.

(c) If mailed, a delivery order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C.II.17 FAR 52.216-19, Order Limitations (Oct 1995)

(a) **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than one (1) administrative support position, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum Order.** The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 800 administrative support positions.

(2) Any order for a combination of items in excess of 800 administrative support positions; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days of 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.

(End of clause)

C.II.18 OPTION TO EXTEND SERVICES (NOV 1999) (FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The LTASC Contracting Official may exercise the option by written notice to the Contractor within 5 days prior to the expiration date.

(End of clause)

C.II.19 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

C.II.20 INSURANCE REQUIREMENT

The Contractor shall have and also require of any first-tier subcontractors who will perform on a government installation, to procure and maintain the insurance required below during the entire period of their performance.

The Contractor shall have the required insurance at the time of contract award. The Contractor shall furnish to the LTASC Contracting Official a certificate of insurance evidencing the below coverage.

The Contractor shall furnish (or assure that there has been furnished) to the LTASC Contracting Official a current Certificate of Insurance meeting the requirements stated herein for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the government installation.

Thirty (30) days written notice shall be provided to the LTASC Contracting Official by the insurance company prior to cancellation or material change in policy coverage.

Insurance coverage shall be in the following minimum amounts:

- 1) Liability Insurance with bodily injury of at least \$200,000 per person, and \$500,000 per occurrence.
- 2) Property Damage of \$20,000 per occurrence.

C.II.21 RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(3) Definition of unauthorized alien. - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

End of Addendum to FAR 52.212-4 Contract Terms and Conditions—Commercial Items

C.III. FAR Clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Item (SEPTEMBER 2009)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
  1.     Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*
- X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - X   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub.L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
  - (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub.L. 111-5).
  - (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

- (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (7) [Removed]
- (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - (ii) Alternate I (OCT 1995) of 52.219-6.
  - (iii) Alternate II (MAR 2004) of 52.219-6.
- (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - (ii) Alternate I (OCT 1995) of 52.219-7.
  - (iii) Alternate II (MAR 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (OCT 2001) of 52.219-9.
  - (iii) Alternate II (OCT 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).
- (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alternate I (JUNE 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APRIL 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30) (i) 52.233-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (32) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- \_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_ X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

- \_ X (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).
- \_ X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_ X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) [Reserved]
  - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
  - (vii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.).
  - (viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
— Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
  - (x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - (xi) 52.222-54, Employment Eligibility Verification (Jan 2009).
  - (xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (February 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**C.IV FAR Clause 52.222-42 Statement of Equivalent Rates for Federal Hires**  
**(May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only. It is not a Wage Determination*

	<b>Equivalent GS Range</b>	<b>Low Annual Estimate</b>	<b>High Annual Estimate</b>	<b>Low Hourly Estimate</b>	<b>High Hourly Estimate</b>
<b>WASHINGTON-BALTIMORE-NORTHERN VIRGINIA, DC-MD-PA-VA-WV</b>					
Admin 1	GS 1 - GS 4	\$19,722.00	\$35,303.00	\$9.45	\$16.92
Admin 2	GS 5 - GS 7	\$30,386.00	\$48,933.00	\$14.56	\$23.45
Admin 3	GS 8 - GS 9	\$41,686.00	\$59,852.00	\$19.97	\$28.68
Admin 4	GS 10 - GS 11	\$50,703.00	\$72,421.00	\$24.29	\$34.70
<b>RALEIGH-DURHAM-CARY, NC</b>					
Admin 1	GS 1 - GS 4	\$19,321.00	\$34,586.00	\$9.26	\$16.57
Admin 2	GS 5 - GS 7	\$29,769.00	\$47,938.00	\$14.26	\$22.97
Admin 3	GS 8 - GS 9	\$40,838.00	\$58,636.00	\$19.57	\$28.10
Admin 4	GS 10 - GS 11	\$49,673.00	\$70,949.00	\$23.80	\$34.00
<b>REST OF UNITED STATES (Hamilton MT)</b>					
Admin 1	GS 1 - GS 4	\$18,732.00	\$33,532.00	\$8.98	\$16.07
Admin 2	GS 5 - GS 7	\$28,862.00	\$46,478.00	\$13.83	\$22.27
Admin 3	GS 8 - GS 9	\$39,594.00	\$56,849.00	\$18.97	\$27.24
Admin 4	GS 10 - GS 11	\$48,159.00	\$68,787.00	\$23.08	\$32.96
<b>CINCINNATI-MIDDLETOWN-WILMINGTON, OH-KY-IN</b>					
Admin 1	GS 1 - GS 4	\$19,520.00	\$34,943.00	\$9.35	\$16.74
Admin 2	GS 5 - GS 7	\$30,076.00	\$48,433.00	\$14.41	\$23.21
Admin 3	GS 8 - GS 9	\$41,260.00	\$59,242.00	\$19.77	\$28.39
Admin 4	GS 10 - GS 11	\$50,186.00	\$71,682.00	\$24.05	\$34.35
<b>DETROIT-WARREN-FLINT, MI</b>					
Admin 1	GS 1 - GS 4	\$20,210.00	\$36,178.00	\$9.68	\$17.33
Admin 2	GS 5 - GS 7	\$31,140.00	\$50,146.00	\$14.92	\$24.03
Admin 3	GS 8 - GS 9	\$42,719.00	\$61,336.00	\$20.47	\$29.39
Admin 4	GS 10 - GS 11	\$51,960.00	\$74,216.00	\$24.90	\$35.56
<b>BOSTON-WORCESTER-MANCHESTER, MA-NH-ME-RI</b>					
Admin 1	GS 1 - GS 4	\$20,117.00	\$36,012.00	\$9.64	\$17.26
Admin 2	GS 5 - GS 7	\$30,996.00	\$49,915.00	\$14.85	\$23.92
Admin 3	GS 8 - GS 9	\$42,522.00	\$61,054.00	\$20.37	\$29.25
Admin 4	GS 10 - GS 11	\$51,721.00	\$73,874.00	\$24.78	\$35.40

PHOENIX-MESA-SCOTTSDALE, AZ					
Admin 1	GS 1 - GS 4	\$18,828.00	\$33,704.00	\$9.02	\$16.15
Admin 2	GS 5 - GS 7	\$29,010.00	\$46,717.00	\$13.90	\$22.38
Admin 3	GS 8 - GS 9	\$39,798.00	\$57,142.00	\$19.07	\$27.38
Admin 4	GS 10 - GS 11	\$48,407.00	\$69,141.00	\$23.19	\$33.13

According to the Federal Register, full-time and part-time permanent civilian positions receive the civilian position full fringe benefit cost factor of 36.45 percent of the position's basic pay.

D.	List of Attachments	Pages
1.	Section B - Pricing Table	9
2.	Wage Determinations	
	2a. Wage Determination 05-2103 (Rev.-8)	9
	2b. Wage Determination 05-2247 (Rev.-9)	9
	2c. Wage Determination 05-2401 (Rev.-7)	9
	2d. Wage Determination 05-2317 (Rev.-8)	9
	2e. Wage Determination 05-2413 (Rev.-7)	9
	2f. Wage Determination 05-2273 (Rev.-9)	9
	2g. Wage Determination 05-2255 (Rev.-10)	10
	2h. Wage Determination 05-2023 (Rev.-11)	9
	Total Pages	73
3.	Task Order Procedures	6
4.	Sample Monthly Program Status Report (MPSR)	1
5.	Commitment to Protect Non-Public Information - Contractor Agreement	1
6.	Invoicing Procedures	1