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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The NIH Long-Term Administrative Support Contract II (LTASC II) is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract. This contract provides on a long-term (not temporary) 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.

ARTICLE B.2. PRICES/COSTS

The following Pricing Table contains the contract "Fully Loaded Fixed Hourly rates" for long-term administrative support services for NIH in various locations for one (1) base year and four (4) one (1) year options work to be performed within CONUS. Work is not guaranteed and will be ordered on a Task Order basis.

Required positions will be determined for each Task Order. One contract level Program Manager (Point of Contact) and one Deputy Program Manager will be considered key personnel. Please note, all positions may not be required in each location; but rates are required to allow for flexibility at the Task Order Level. The loaded rates are ceiling price rates and contractors may, at their discretion, elect to propose lower rates when responding to a request for a task order proposal.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Washington Metropolitan Area - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Baltimore (Baltimore County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
North Carolina (Durham County) - Hourly Rate (fully loaded)					

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Montana (Ravalli County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Ohio (Hamilton County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Michigan (Wayne County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Massachusetts (Middlesex County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-
Arizona (Maricopa County) - Hourly Rate (fully loaded)					
CLIN 1: Clerk 1	-	-	-	-	-
CLIN 2: Clerk 2	-	-	-	-	-
CLIN 3: Admin 1	-	-	-	-	-
CLIN 4: Admin 2	-	-	-	-	-
CLIN 5: Admin 3	-	-	-	-	-
CLIN 6: Admin 4	-	-	-	-	-
CLIN 7: Program Manager	-	-	-	-	-
CLIN 8: Deputy Program Manager	-	-	-	-	-

ARTICLE B.3. MAXIMUM PROGRAM CEILING AND MINIMUM CONTRACT GUARANTEE

The total contract ceiling is \$250 million for the base year plus four (4) one year options. The minimum guarantee will be \$250.00, for the Base contract year. Contractors that have not been awarded a task order during the Base contract year may invoice the government for the minimum guarantee.

The Contractor shall provide to the Government the following justification, in order to receive the minimum guarantee.

1. Provide evidence of marketing your company's administrative capabilities to the NIH customers.
2. Show a good faith effort in proposing for task order award or show no bid responses to those task order requests not proposing.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

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.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the _____, dated May 28, 2014, set forth in SECTION J-List of Attachments, attached hereto and made a part of this contract.
- b. Privacy Act System of Records Number 09-25-0036 is applicable to this contract and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Contracting Officer's Representative (COR).

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format.

All electronic reports submitted 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."

TECHNICAL REPORTS

1. Monthly Progress Report

This report shall include a description of the activities during the reporting period, and the activities planned for the ensuing reporting period. The first reporting period consists of the first full month of performance plus any fractional part of the initial month. Thereafter, the reporting period shall consist of each calendar month.

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.

2. 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 Monthly Report shall not be submitted when an Annual Report is due.

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

3. Final Report

This report is to include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved. The Final Report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract. A/An Annual report will not be required for the period when the Final Report is due.

a. **Other Reports/Deliverables**

1. **Section 508 Annual Report**

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. The Section 508 Report Template and Instructions for completing the report are available at: <http://www.hhs.gov/web/508/contracting/technology/vendors.html> under "Vendor Information and Documents."

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe and timely delivery at the intended destination. At a minimum, all data and correspondence submitted shall reference:

- 1) Government end user agency - NIH/OD
- 2) Name of the COR/CO and address
- 3) Contract number

Containers shall be clearly marked as follows:

- 1) Name of Contractor
- 2) Contract Number
- 3) Description of items contained therein
- 4) Consignee(s) name and address

SECTION E - INSPECTION AND ACCEPTANCE

At a minimum, the following paragraphs apply to task orders issued under this contract.

Additional inspection and acceptance requirements may be specified in each task order.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

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

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).

FAR Clause **52.246-6, Inspection Time-and Material and Labor Hour** (May 2001).

Alternate I (April 1984) is not applicable to this contract.

PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports and other deliverables required under task orders shall be performed at the place of delivery or another alternate location as specified in the task order.

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from January 11, 2016 through January 10, 2017.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option Year Number	Option Period
1	January 11, 2017 through January 10, 2018
2	January 11, 2018 through January 10, 2019
3	January 11, 2019 through January 10, 2020
4	January 11, 2020 through January 10, 2021

- c. 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 364 days past the end of Option Year 4 of the Master contract.

ARTICLE F.2. DELIVERIES

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

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract:

Deliverable	Deliverable Due Date
Monthly Program Status Reports (MPSRs)	10 th calendar day following completion of each month of performance.
Revised MPSRs	Within five days of request.
Annual Progress Report	30 th calendar day after the final day of each year of contract performance
Final Report	On or before expiration date of contract
Other Deliverable (as defined in individual Task Orders)	As required & specified in Government requests.
Revised Deliverable	Within mutually agreed period at Task Order level.

The above items shall be addressed and delivered to:

Addressee	Deliverable Location	Deliverable Due Date
LTASC II CO and COR	LTASCI2@mail.nih.gov	See table above

ARTICLE F.3. 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: <http://www.acquisition.gov/far> .

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).

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:

Jeffrey S. Klein
 FAC-COR III
 Office of Strategic Sourcing and Data Analysis
 6011 Executive Blvd Room 541F
 Rockville, MD 20852
 Email: LTASCII@mail.nih.gov

The LTASC II Contracting Officer's Representative is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the LTASC II 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.

For guidance from the LTASC II Contracting Officer's Representative 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 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.

The Government may unilaterally change the LTASC II Contracting Officer's Representative designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.242-70 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
-	Program Manager
-	Deputy Program Manager

ARTICLE G.3. CONTRACTOR PROGRAM MANAGER

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

1. Representing the contractor as point-of-contact for the LTASC II 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 II customers regarding the technical scope of the contract and the overall attributes of the LTASC II 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.4. ELECTRONIC GOVERNMENT ORDERING SYSTEM (e-GOS)

- a. LTASC II 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. Customers, contractors, and LTASC II 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. 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.
- b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

ARTICLE G.5. TASK ORDER PROCEDURE

The Contractor is required to use the LTASC II electronic Government Ordering System (eGOS) for the purpose of

- reviewing Task Order Request Packages (TORPs),
- submitting questions relating to a TORP,
- submitting proposals in response to a TORP, and
- uploading all award documents (original awards and modifications) as described in the LTASC II Standard Operating Procedures.

Under the provisions of this contract, Task Orders will be provided when NIH requires at least one (1) administrative support position. In the event that a customer may need multiple administrative support personnel, the Task Order may be used to acquire a sufficient number to meet the need. A single TORP requiring two or more administrative support personnel may be awarded to multiple vendors.

The TORP will provide detail of the specific services that will be required and the labor category of the position. For each TORP, the Contractor shall perform initial interviews, reference checks, and other preliminary hiring functions prior to submitting résumés (not to exceed three resumes) of personnel suited to each position for evaluation. Contractors shall use their Section B approved hourly rates when responding to a TORP. The Contractor may choose to discount their rate at the Task Order level, but shall not exceed the rates in the Section B pricing table for any Task Order.

All contract clauses contained the resultant 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 resultant contract language takes precedence over the information in the task order.

Discussions with the offeror may be required by NIH to further assess the qualifications of a candidate that is within the competitive range. If discussions are held, the Task Order Contracting Official will notify the Contractor's designated point of contact for the Task Order. The Offeror will coordinate all discussion requests with the administrative support personnel and Contractor Management staff shall attend all discussions. The Contractor will pay for all expenses related to these discussions.

Teleworking must be approved by the Task Order Contracting Officer. 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 Task Order Contracting Officer and Task Order Contracting Officer Representative by the end of each telework day.

ARTICLE G.6. METHOD OF ORDERING

a. Orders issued under this contract may be placed as follows:

in writing

via telephone

via facsimile (fax)

via electronic mail (e-mail)

Oral [Oral Orders will be confirmed in writing within days of issuance.

Other Specify: e-GOS

b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

c. 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 \$3,000 unless the following exception(s) apply as provided in paragraph (b)(2) of this section:

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 \$3,000 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 Million, in accordance with 16.505(b)(1)(iii); and,

iii. For orders exceeding \$5 Million, in accordance with FAR 16.505(b)(1)(iv).

ARTICLE G.7. TECHNICAL DIRECTION

Work performance shall be subject to the technical direction of the LTASC II Contracting Officer's Representative for master contract level activities or the Task Order Contracting Officer's Representative for task order level activities. A task order Quality Assurance Surveillance Plan (QASP) is provided to monitor contractor performance at the task order level (Section J, Attachment 4). 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 II 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";
- 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 II 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 II 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 II 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".

ARTICLE G.8. 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.

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted 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 of the invoice shall be submitted to the following **approving official**:

Contracting Officer
Office of Acquisitions

_____ Room ____
_____ MSC ____
_____ - ____

E-mail:

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: MSWord, 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."]***

Central Point of Distribution:

The Contractor shall submit an electronic copy of the payment request to the Central Point of Distribution mailbox. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, 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."] **General Information: Much of the information required for a proper invoice, pursuant to FAR 32.905(b) (1), will be extracted from the System for Award Management (SAM) database located at: <https://www.sam.gov/>. Therefore, the Contractor must ensure that the information in SAM is current, accurate, and complete. If funds are misdirected due to incomplete or erroneous data in SAM, the Government is deemed to have made payment and the Contractor is responsible for recovery of any misdirected funds.**

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

ARTICLE G.9. GOVERNMENT PROPERTY

- a. Any equipment, property, or facilities furnished by the government or any contractor-acquired property must be specified on that applicable task order. Task Order Contracting Officers are responsible to ensure that the applicable task orders are consistent with the policies and procedures of FAR Part 45 for providing government property to contractors, contractors' use and management of government property, and reporting, redistributing, and disposing of contractor inventory. Contractors are responsible and liable for government property in their possession pursuant to FAR 52.245-1 and 52.245-2, as applicable. In the case that the Government-Furnished Equipment (GFE) or Government-Furnished Information (GFI) are not provided to the contractor by the specified date, the contractor will immediately notify the Task Order Contracting Officer. Upon conclusion of the applicable

task order, the contractor shall return the GFE or GFI to the government as specified in the task order or as directed in writing by the Task Order Contracting Officer.

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://ncioa.cancer.gov/oa-internet/reference/Appendix_Q_HHS_Contracting_Guide-508.pdf

- b. 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.10. 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.11. 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.

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.12. 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 II 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. NEEDLE DISTRIBUTION

The Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

ARTICLE H.2. 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.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 (January 2006)

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 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.

(End of clause)

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/Pfiles/read02systems.htm>.

ARTICLE H.5. OMB CLEARANCE

In accordance with HHSAR 352.201-70, 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. CERTIFICATION OF FILING AND PAYMENT OF TAXES

The contractor must be in compliance with Section 518 of the Consolidated Appropriations Act of FY 2014.

ARTICLE H.9. OPTION PROVISION (Applicable to Task Orders)

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-8, Option to Extend Services FAR Clause 52.217-9, set forth in SECTION I. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the price of the contract will be increased as set forth in the OPTION PRICES Article in SECTION B of this contract.

ARTICLE H.10. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-73(b) (January 2010)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards>.
- b. The Section 508 standards applicable to this contract/order are identified in the Statement of Work. The contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$100,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.
- c. In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found on the HHS Web site (<http://www.hhs.gov/web/508/contracting/technology/vendors.html>).

[(End of HHSAR 352.239-73(b))]

- d. Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Project Officer. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available in the Section 508 policy on the HHS Office on Disability Web site under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report:

10 days after the execution of the option year

[End of HHSAR 352.239-73(c)]

ARTICLE H.11. 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.12. 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.

ARTICLE H.13. 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.14. 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.15. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

In accordance with the NIH Reform Act of 2006, P.L. 109-482, the NIH may authorize a Contractor procured to assist in the development and implementation of a scientific, educational or research-related conference to collect and retain registration fees from Non-HHS Federal and Non-Federal participants to defray the costs of the contract.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted from the total cost of the conference.

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury.

If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

ARTICLE H.16. "OFF RAMP" OF CONTRACTORS

To ensure success of the LTASC II program, all LTASC II contractors are encouraged to be active in reviewing Task Order Requirement Package (TORP) and submitting proposals when there is a reasonable chance for award or submit a "No Bid" response.

Note: If the Contractor is not actively submitting proposals in response to TORPS in the Base and/or Option years, the Government reserves the right to terminate the Contractor from the Master IDIQ contract. A review of each contractor's performance will be performed at the anniversary of the contract award.

The off ramp provision will be in the best interest of the government to ensure the government maintain a qualified number of small businesses to facilitate adequate competition. Upon expiration of each period of performance of the contract, the LTASC II Contracting Officer will make the decision on whether or not to exercise a contractor's contract option to extend the contract's period of performance. The LTASC II Contracting Officer will rely heavily on a contractor's demonstrated past performance under the contract. The LTASC II Contracting Officer will review the contractor's overall performance, contractor adherence to contract terms and conditions, and compliance with other key contract provisions such as reporting requirements. The Government reserves the right to "off-ramp" the Contractor from the contract by permitting such Contractor's contract to expire instead of exercising the option.

ARTICLE H.17. "RAMP ON" OF CONTRACTORS

The LTASC II 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 II CO determines that it is in the best interest of the government to "Ramp On" to the multiple award IDIQ contract new contractors, the LTASC II 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 II 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 II CO intends to make. Under the "Ramp On" period the LTASC II 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 II 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 II contractor. Contracts awarded under this "Ramp On" period provision will share in the ceiling of the LTASC II contract and the overall ceiling of the basic contract will not be increased.

ARTICLE H.18. ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at either the contract level or the task order level.

In the event that a task order requires activity that would create a significant actual or potential conflict of interest, the contractor shall:

1. Immediately notify the Task Order Contracting Officer of the actual or potential conflict, submit a plan for mitigation, and not commence work on any task order that involves a potential or actual conflict of interest until specifically notified by the Task Order Contracting Officer to proceed; or,

2. Identify the conflict and recommend to the Task Order Contracting Officer an alternate tasking approach which would avoid the conflict;

The Task Order Contracting Officer (or LTASC II Contracting Officer as applicable at the LTASC II level) will review the information provided by the contractor and make a determination whether the conflict of interest is significant, and whether to proceed with the task order, notwithstanding a significant conflict of interest, and as applicable, process a request for waiver pursuant to FAR 9.503

ARTICLE H.19. INFORMATION AND PHYSICAL ACCESS SECURITY

A. Standard for Security Configurations, HHSAR 352.239-70, (January 2010)

a. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see <http://nvd.nist.gov/fdcc/index.cfm>) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XP™ and Windows Vista™, including desktops and laptops - regardless of function - but not including servers.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply:

c. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings - see <http://nvd.nist.gov/validation.cfm>. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (<http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

g. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

B. Standard for Encryption language, HHSAR 352.239-71, (January 2010)

a. The Contractor shall use Federal Information processing Standard (FIPS) 140-2-compliant encryption (Security Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).

b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/cryptval/>) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.

c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf>). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

- d. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).
- e. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/ control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
- f. The Contractor shall ensure that its subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

C. Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72, (January 2010)

a. Applicability. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, 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. This clause does not apply to national security systems as defined in FISMA.

b. Contractor responsibilities. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -

a) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

b) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

c) Availability, which means ensuring timely and reliable access to and use of information.

2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.

3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

c. Personal identity verification. The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

d. Contractor and subcontractor employee training. The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the Contracting Officer's Representative evidencing that Contractor employees have completed the required training.

e. Government access for IT inspection. The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

- f. Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -
- a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
 - b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.
- g. Contractor employment notice. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.
- h. Document information. The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- i. Contractor responsibilities upon physical completion of the contract. The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.
- j. Failure to comply. Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of Clause)

Note: The NIST Special Publication SP-800-26 cited in subparagraph c.1.a.(ii) of this clause has been superseded by NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems and Organizations" for use for the assessment of security control effectiveness. See <http://csrc.nist.gov/publications/PubsSPs.html> to access NIST Special Publications (800 Series).

D. Additional NIH Requirements

1. INFORMATION SECURITY TRAINING

In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the below training:

a. Mandatory Training

- i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a) (4), shall complete the NIH Computer Security Awareness Training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.
- ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the Contracting Officer's Representative and/or Contracting Officer upon request.

b. Role-based Training

HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance about "NIH Information Security Awareness and Training Policy," at: <https://ocio.nih.gov/InfoSecurity/Policy/Documents/Final-InfoSecAwarenessTrainPol.doc>.

The Contractor shall maintain a list of all information security training completed by each contractor/subcontractor employee working under this contract. The list shall be provided to the Contracting Officer's Representative and/or Contracting Officer upon request.

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, 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. PERSONNEL SECURITY RESPONSIBILITIES

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

a. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting Officer and the Contracting Officer's Representative within five working days before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.

b. New contractor employees who have or will have access to HHS information systems or data: The Contractor shall provide the Contracting Officer's Representative with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

c. Departing contractor employees: The Contractor shall provide the Contracting Officer's Representative with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf>) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the Contracting Officer's Representative upon request.

d. Commitment to Protect Non-Public Departmental Information and Data.

The Contractor, and any subcontractors performing under this contract, 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)

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/Contracting Officer's Representative prior to performing any work under this acquisition.

3. LOSS AND/OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - NOTIFICATION OF DATA BREACH

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Incident Response Team (IRT) via email (IRT@mail.nih.gov) within one hour of discovering the incident. The Contractor shall follow up with IRT by completing and submitting one of the applicable two forms below within three (3) work days of incident discovery:

NIH PII Spillage Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/NIH_PII_Spillage_Proced.doc

NIH Lost or Stolen Assets Report at: https://ocio.nih.gov/InfoSecurity/Policy/Documents/ISSO_Stolen_Device-Media_Handling_Procedures.doc

ARTICLE H.20. 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=b5a00a361423743ff1a062faafcfd89&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 LTASC II Contracting Officer's Representative and the LTASC II 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.21. 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.22. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(8), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts.

Dr. Richard G. Wyatt
NIH Competition Advocate: Non R&D Contracts
61 Center Drive, Room 160, MSC 0151
Bethesda, MD 20892-015117
Phone: (301) 496-4920
FAX: (301) 480-0146
e-mail: WyattRG@mail.nih.gov

ARTICLE H.23. SERVICE CONTRACT ACT

Labor is subject to the Service Contract Act (SCA).

The Contractor's hourly rates will remain fixed, unless the contractor can provide the burden of proof that their fixed hourly rates are under the Department of Labor Wage Determination. A Contractor requesting rate adjustment to their escalated fixed hourly loaded rates in Section B shall provide a written request with relevant supporting data.

All non-exempt labor categories listed under this multiple award IDIQ receive the following benefits in accordance with the Department of Labor Wage Determination under the Service Contract Act:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

ARTICLE H.24. AD HOC OR SITUATIONAL TELEWORK

The Federal telework program and policies does not cover Federal contractors. However, this does not prohibit and should not prevent contractor employees from teleworking as appropriate. This provision authorizes telework in the event of hazardous road conditions in the winter months, an office move, a COOP exercise, or an emergency.

Telework arrangements for contractors should be negotiated with both the contractor's own employer and with the Task Order Contracting Officer Representative and Contracting Officer so policies and procedures are in agreement with all parties.

Telework agreement must be coordinated on a task by task basis as needed. Teleworking must be approved by the Task Order Contracting Officer. 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 Task Order Contracting Officer and Task Order Contracting Officer Representative by the end of each telework day.

ARTICLE H.25. RIGHT OF FIRST REFUSAL

In accordance with FAR Part 52.222-17 Nondisplacement of Qualified Workers and Executive Order 13495, the Contractor and its Subcontractors shall in good faith offer those employees (other than Key Personnel) employed under the predecessor contract whose employment will be terminated as a result of the award of this contract, a right of first refusal of employment under this contract in positions for which the employees are qualified. It is up to the contractor employee to decide what is best including any agreements they may have with their employer. The first refusal right is flowed down to the task order contract level.

ARTICLE H.26. REPLACEMENT OF SUBCONTRACTOR

Contractors that are awarded a contract based on a FAR 9.601 Contractor Team Arrangement with one or more companies as their subcontractor, in order to provide the full capabilities of the contract statement of work are required to obtain the LTASC II Contracting Officer approval prior to removing, replacing, or adding subcontractors. The Contractor shall provide a written request that includes the subcontractor capabilities in accordance with the scope of the contract and the subcontractor commitment letter.

(End of Clause)

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**

CLAUSE NO.	DATE	TITLE
52.202-1	Nov 2013	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	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	May 2014	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	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-10	Jul 2013	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.204-13	Jul 2013	System for Award Management Maintenance
52.209-6	Aug 2013	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
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 \$700,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$700,000)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$700,000)

<u>FAR</u>	<u>DATE</u>	<u>TITLE</u>
<u>CLAUSE NO.</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	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.219-8	Oct 2014	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Oct 2014	Small Business Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Jul 2014	Equal Opportunity for Veterans (\$100,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Jul 2014	Employment Reports on Veterans (\$100,000 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	Mar 2015	Combating Trafficking in Persons
52.222-54	Aug 2013	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	May 2014	Buy American - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Feb 2013	Federal, State and Local Taxes (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	Jul 2013	Prompt Payment
52.232-33	Jul 2013	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

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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	Mar 2015	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>
352.202-1	Jan 2006	Definitions
352.203-70	Mar 2012	Anti-Lobbying
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.231-71	Jan 2001	Pricing of Adjustments
352.242-70	Jan 2006	Key Personnel

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT- Rev. 03/2015].

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	Nov 2013	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	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	May 2014	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)

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-10	Jul 2013	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.204-13	Jul 2013	System for Award Management Maintenance
52.209-6	Aug 2013	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
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 \$700,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$700,000)
52.215-14	Oct 2010	Integrity of Unit Prices (Over the Simplified Acquisition Threshold)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$700,000)
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	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.219-8	Oct 2014	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Oct 2014	Small Business Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.222-20	May 2014	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Jul 2014	Equal Opportunity for Veterans (\$100,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Jul 2014	Employment Reports on Veterans (\$100,000 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	Mar 2015	Combating Trafficking in Persons

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-54	Aug 2013	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	May 2014	Buy American - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Feb 2013	Federal, State and Local Taxes (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	Jul 2013	Prompt Payment
52.232-33	Jul 2013	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	Mar 2015	Subcontracts for Commercial Items
52.245-1	Apr 2012	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>
352.202-1	Jan 2006	Definitions
352.203-70	Mar 2012	Anti-Lobbying
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.228-7	Dec 1991	Insurance - Liability to Third Persons

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.233-71	Jan 2006	<i>Litigation and Claims</i>
352.242-70	Jan 2006	<i>Key Personnel</i>
352.242-73	Jan 2006	<i>Withholding of Contract Payments</i>
352.242-74	Apr 1984	<i>Final Decisions on Audit Findings</i>

[End of GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT- Rev. 03/2015].

ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

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

- a. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (October 2014), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- b. FAR Clause **52.222-54, Employment Eligibility Verification** (August 2013) is deleted in its entirety.
- c. FAR Clause **52.227-14, Rights in Data-General** (May 2014) is deleted in its entirety.
- d. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013) is deleted in its entirety, and FAR Clause **52.229-4, Federal, State and Local Taxes (State and Local Adjustments)** (February 2013) is substituted therefor.
- e. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (July 2013) is deleted.
- 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 **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.

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** (April 2010).
2. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (December 2014).
3. FAR Clause **52.215-17, Waiver of Facilities Capital Cost of Money** (October 1997).
4. FAR Clause **52.216-4, Economic Price Adjustment - Labor and Material** (January 1997).
5. 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 15 days.
6. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (November 2011).
 Alternate I (November 2011) is not applicable to this contract.
 Alternate II (November 2011) is not applicable to this contract.
7. FAR Clause **52.219-14, Limitations on Subcontracting** (November 2011).
8. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (July 2013).
9. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011).
 Alternate I (May 2011) is not applicable to this contract.
 Alternate II (May 2011) is not applicable to this contract.
10. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).
11. FAR Clause **52.224-2, Privacy Act** (April 1984).
12. FAR Clause **52.226-1, Utilization of Indian organizations and Indian-owned Economic Enterprises** (June 2000).
13. FAR Clause **52.227-18, Rights in Data--Existing Works** (December 2007).
14. FAR Clause **52.232-18, Availability of Funds** (April 1984).

15. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

16. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).

17. FAR Clause **52.251-1, Government Supply Sources** (April 2012).

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

1. HHSAR Clause **352.201-70, Paperwork Reduction Act** (January 2006).

2. HHSAR Clause **352.231-70, Salary Rate Limitation** (August 2012).

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

See the following website for Executive Schedule rates of pay: <http://www.opm.gov/oca/> .

(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.)

3. HHSAR Clause **352.242-71, Tobacco-Free Facilities** (January 2006).

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 **52.216-18, Ordering** (October 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 1/11/16 through 1/10/21.
- 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)

2. FAR Clause **52.216-22, Indefinite Quantity** (October 1995)

- a. 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.
- b. 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."
- c. 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.
- d. 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 after January 10, 2022 .

(End of clause)

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

- a. 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.

- 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 12 Months.

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 **52.222-17 Nondisplacement of Qualified Workers** (May 2014).
- b. FAR Clause **52.222-41, Service Contract Labor Standards** (May 2014).
- c. FAR Clause **52.222-42, Statement of Equivalent Rates For Federal Hires** (May 2014)

In compliance with the Contract Labor Standards statute 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

Employee Class	Monetary Wage-Fringe Benefit

(End of Clause)

- d. FAR Clause **52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year And Option Contracts)** (May 2014).
- e. FAR **52.222-55 Minimum Wages Under Executive Order 13658** (December 2014)

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. Statement of Work

Statement of Work, dated May 28, 2014, 12 pages.

2. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2

Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2, (8/12), 3 pages.

3. Privacy Act System of Records, Number

Privacy Act System of Records, Number 09-25-0036. This document is also available at: <http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm> .

4. Disclosure of Lobbying Activities, SF-LLL

Disclosure of Lobbying Activities, SF-LLL, dated 7/97, 2 pages.

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)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS, NIH(RC)-2

Format: Submit payment requests on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or the Contractor's self-generated form provided it contains all of the information prescribed herein. DO NOT include a cover letter with the payment request.

Number of Copies: Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

Frequency: Submit payment requests upon delivery and acceptance of goods or services unless otherwise authorized by the Contracting Officer.

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

Preparation and Itemization of the Payment Request: Prepare payment requests as follows:

Note: *All information must be legible or the invoice will be considered improper and returned to the Contractor.*

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (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 System for Acquisition Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Voucher Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account

number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Voucher Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Fixed-Price of Contract/Order:** Insert the total fixed-price of the contract/order.
- (i) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (j) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Central Point of Distribution:** Identify the Central Point of Distribution, as specified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (m) **Description of Supplies or Services:** Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate), and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of \$50.00, then the invoice must state 1 box, hypodermic needles (100/box), \$50.00, **not** 100 syringes at \$0.50 each. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period, including any adjustments, if applicable. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed to date, including any adjustments as applicable. If the Contract Schedule contains separately priced line items,

identify the contract line item(s) on the payment request.

- (p) **Freight or Delivery Charges:** Identify all charges for freight or express shipments, other than f.o.b. destination, as a separate line item on the invoice. (If shipped by freight or express, and charges are more than \$25, attach prepaid bill.)
- (q) **Government Property:** If the contract authorizes the purchase of any item of Government Property (e.g., equipment), the invoice must list each item for which reimbursement is requested. Include reference to the following (as applicable):
- item number for the specific piece of equipment listed in the Property Schedule, and
 - Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

ATTACHMENT 1

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1 INTRODUCTION

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 is subject to the terms of the Federal Activities Inventory Reform (FAIR) Act. Under the provisions of the FAIR Act, the agency must undergo a "Competitive Sourcing" process which simply describes a systematic effort to have all commercial activities in the Federal Government periodically go through a process of competition.

In NIH's negotiations with HHS and the Office of Management and Budget (OMB) regarding the competitive sourcing process, a number of administrative support positions 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 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.

ARTICLE C.2 SCOPE

This contract includes long-term administrative support, defined as at least twelve (12) months, 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 issue task orders against the contract; however, there is no guarantee of customer usage.

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 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, 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. 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 removal of a contractor employee for improper conduct. A security violation will require immediate removal.
6. To provide continuity of service to NIH Customers, Contractors are required to 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.
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.

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. 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.

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 LTASC II Contracting Officer or the Task Order Contracting Officer.

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.

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.
2. 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.
3. 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)
- 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
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
Administrative Tasks for Services Support

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
Administrative Tasks for Travel Support Services
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
Administrative Tasks for Meeting Support Services
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
Administrative Tasks for Mail Support Services
Receiving and processing incoming mail including preparing requests for FedEx shipments, UPS, and other priority mail services, and couriers
Administrative Tasks for Procurement Support Services
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

Administrative Tasks for Property Management Support Services
Requesting property passes and property transfers
Answering questions, assisting with tracking, and maintaining associated files
Managing office Self Service Store accounts for office products
Administrative Tasks for Personnel Support Services
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
Administrative Tasks for Publication Support Services
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.

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 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 render the proposal unacceptable and ineligible for award.

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 non-key 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.

The Program Manager and one Deputy Program Manager 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 (the LTASC II Contracting Officer) 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. Discussions with the replacement may be required by NIH to further assess the qualifications of the candidate.

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: General Clerk I (Clerk 1)

At a minimum the Clerk 1 duties includes following a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as aide in laboratory/clinical center, filing precoded documents in a chronological file or operating office equipment, e.g., scanner, photocopier, or printer. A minimum of high school diploma or GED is required.

Labor Category: General Clerk II (Clerk 2)

Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, data entry, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task. A minimum of high school diploma or GED is required.

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. 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. Also, reviewing and disseminating memorandums to staff; conducting documents control for routing through office; preparing purchase request for small purchases, reviewing draft policies, standard operating procedures, and memorandums 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. 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)

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 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. 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. May handle a wide variety of situations and conflicts involving the clerical and administrative function of the office. Responsible for confidential and time sensitive material. Prepares routine and advanced correspondence including letters, memoranda, and reports. Relies 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 and eight (8) years of related work experience are required.

An administrative support position on an awarded task order can increase in level (Clerk 1 through Admin 4) during the life of the task order. Upon the request Task Order Contracting Officer's Representative and approval of the Task Order Contracting Officer, an increase in level may occur if the individual in that position gains more experience or earns a degree while working on the task order qualifying him/her for the next level. Allowing this growth helps retain individuals that NIH customers have invested resources to train.

C.2.4 Contract Level Management

The Office of Acquisitions (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 II) Contracting Officer's Representative within OLAO will be designated to oversee and manage the contract and an LTASC II Contracting Official will perform contract administration duties. Responsibilities of the government LTASC II Contracting Officer's Representative are described in further detail in section G.

The LTASC II 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 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, 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.

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, FAR 52.222-36 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.