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PART I – THE SCHEDULE

SECTION A: SOLICITATION/CONTRACT FORM

See Standard Form (SF) 26.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

Article B.1 General

The Chief Information Officer–Solutions and Partners 3 (CIO-SP3) Small Business Government-Wide Acquisition Contract (GWAC) is a ten (10) year Indefinite Delivery/Indefinite Quantity (IDIQ) contract. This contract is intended to provide information technology (IT) solutions and services as defined in FAR 2.101(b) and further clarified in the Clinger-Cohen Act of 1996. These IT solutions and services include, but are not limited to, health and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because medical systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation.

Article B.2 Authority

The Office of Management and Budget (OMB) has designated NIH as an Executive Agent for government-wide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. Sec. 11302(e). The scope of this designation includes the award and administration of the GWAC. Through this GWAC, Federal government agencies can award task orders to acquire IT services.

The authority of the National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC) Procuring Contracting Officer (PCO), and the agency Ordering Contracting Officer (OCO) are defined in Article G.3 Roles.

Article B.3 Task Order Awards against the GWAC

Pursuant to FAR 16.504(a)(4)(vi), any duly warranted federal government Contracting Officer (as that term is defined in FAR 2.1) in good standing with the appropriate contracting authority is authorized to award task orders under this contract. For purposes of this contract, these individuals are referred to as OCOs. Task orders may be multi-year or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements. Refer to Article F.2 Task Order Period of Performance.

Article B.4 Prices/Costs

This is an Indefinite Quantity contract as contemplated by FAR 16.504.

a. The costs and prices set forth in this Article will cover the contract period (see awarded Standard Form 26).

   Pricing for task orders issued with period(s) of performance beyond the GWAC period of performance end date will be agreed upon at the task order level. Firm Fixed Price and Time and Material task orders will be based on the rates applicable for the last period of performance of the GWAC, plus escalation.

b. The Government will issue Task Orders based on the work described in SECTION C of this contract and the schedules set forth in Section J, Attachment J.1 Labor Rates.

c. The price schedules set forth in Section J, Attachment J.1 Labor Rates, contain on-site and off-site hourly labor rates for each year of the contract for work to be performed within CONUS. These price schedules can be used on Firm Fixed Price, Time and Materials, and Labor-Hour type task orders (See FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts for a definition of these rates). The hourly rates are ceiling price rates and contractors may, at their discretion, elect to propose lower hourly rates when responding to a request for a task order.

   Factors such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific task order requirements. Contractors shall explain in their task order proposals any Loaded Hourly Labor Rates that exceed the rates in the GWAC or for new proposed labor categories (see Article H.1.1), and the OCO will determine the reasonableness of the pricing as defined in FAR 15.4, Pricing and FAR 16.601 Time and Materials Contracts. Upon request of the OCO, the contractor will be required to provide supporting documentation for such rates, which may include a cost element breakdown of each Loaded Hourly Labor Rate (including profit) in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary (see Article G.7.2.f).

d. For Cost Reimbursement task orders, the contractor will provide to the OCO complete supporting schedules identifying all applicable direct and indirect costs in performance of the task order. Contractors with government-approved rates should submit the most recently approved provisional indirect billing and actual rates for both direct and indirect costs. Contractors without audited rates shall propose indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be Cost Plus Award Fee (CPAF) or Cost Plus Incentive Fee (CPIF), the fixed portion of fee and the award or incentive portion will be clearly differentiated. Refer to Article G.7.2.e for further information regarding Cost Reimbursement task orders.

B.4.1 Rate Refresher

Because of the dynamic nature of IT services and potential changes in market conditions, the PCO may determine that there is a need to reassess the rates that have been negotiated and agreed upon in Section J, Attachment J.1 Labor Rates during the contract period of performance. If warranted, rates will be renegotiated with all contractors; however, renegotiation of rates will occur no more frequently than every two years.

Article B.5 Maximum Program Ceiling and Minimum Contract Guarantee

The total contract ceiling that may potentially be awarded under the GWAC is $20 billion for the ten-year period of performance.

The minimum guarantee will be $250. During the time period between contract award and September 30, XXXX (see initial contract award), contractors that have not been awarded task orders may invoice the government for the minimum guarantee.

Article B.6 Work Outside of the Continental United States (OCONUS)

It is anticipated that there may be task orders under this contract for work outside the United

States. “OCONUS” is defined as other than the 48 contiguous states plus the District of Columbia. The contractor will be compensated for work performed OCONUS based on the methodology proposed by the contractor and accepted by the OCO for award of an individual task order.

The U.S. Department of State’s Bureau of Administration, Office of Allowances, (http://aoprals.state.gov/) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter’s allowances, hardship differentials, and danger pay allowances for contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on task orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under the GWAC, contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR. For OCONUS task orders where costs are not specifically addressed in the DSSR, the government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

Article B.7 Posting Requirements for Rates

The contractor shall post their rates at their individual websites within 30 days after contract award consistent with the format shown in Section J, Attachment J.1 Labor Rates (see also Article G.5 Contractor Internet Presence).

The contractor consents to the government posting the URL for the contractor’s site on the NITAAC website.

Article B.8 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

This contract is designed to permit the Institutes and Centers (ICs) of NIH, the Department of Health and Human Services (DHHS), and all other federal agencies to acquire a wide range of IT services and solutions, both commercial and non-commercial (as referenced in FAR 2.101). These IT services include, but are not limited to, health, health science and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because healthcare systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation. The focus of this contract is to provide to government agencies a mechanism for streamlined ordering of required IT solutions and services at equitable and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and as a result, give government agencies a mechanism to help meet their socio-economic contracting goals.

The task areas included in the contract, in particular the Task Area 1, “IT Services for Biomedical Research, Health Sciences and Healthcare,” support and provide consistency with the accountability goals of the Federal Health Architecture (FHA), whereby federal agencies are to coordinate effective capital planning activities and invest in and implement interoperable health IT. The task areas included in the contract are also designed to support the IT services described in the Federal Enterprise Architecture (FEA). Several examples follow:

a. Task Area 2 (Article C.2.2), Chief Information Officer (CIO) Support can be used to develop and maintain agency enterprise architectures, in support of the FEA.

b. For inherently IT components of the FEA, CIO-SP3 Small Business includes task areas that directly address those components. For example, the FEA includes document management as a digital asset service in the Service Reference Model (SRM) that can be addressed through Task Area 8 (Article C.2.8), Digital Government.

c. For non-IT components of the FEA, the contract includes task areas that support the automation of those components. For example, supply chain management is a business management service in the SRM. Task Area 9 (Article C.2.9), Enterprise Resource Planning includes the services needed to automate supply chain management.

d. Several FEA components provide support for the execution of IT functions, e.g., customer relationship management, a customer service in the SRM. These components can be supported through Task Area 4 (Article C.2.4), Outsourcing and Task Area 5 (Article C.2.5), IT Operations and Maintenance (O&M).

e. The FEA Technical Reference Model (TRM) includes standards and technology that would be selected and integrated into systems under specific task orders. For example, web servers are a delivery server in the TRM that could be selected and installed as part of Digital Government task area. In general, all task areas ultimately to be awarded under the contract must be compatible with the agency architecture defined by the agency's TRM. The standards and technology of the TRM will always be incorporated into the systems that are planned and developed under task orders awarded under the contract.

f. The contract can be used to award task orders that support the Performance Reference Model (PRM) by collecting agency metrics affected by the task. All task areas involve collecting applicable data for the PRM measurement category of Information and Technology Management. Task orders can also support the automation, collection, and evaluation of non-IT measurement areas.

g. The contract can be used to award task orders that require contractors to provide services that plan, implement and manage data defined in an agency's Data Reference Model (DRM).

The Scope of Work set forth under Article C.2 below outlines the general requirements of the contractor under this contract. Specific details of task assignments, deliverables, documentation, training, applicable government/department/industry standards, etc., will be provided within individual task orders issued by OCOs.

The contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support and management necessary to provide the services and solutions as set forth in the Scope of Work below. The geographic scope of this requirement includes the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

Article C.2 Scope of Work

Ten task areas constitute the technical scope of this contract:

Task Area 1: IT Services for Biomedical Research, Health Sciences, and Healthcare
Task Area 2: Chief Information Officer (CIO) Support
Task Area 3: Imaging Task Area 4: Outsourcing
Task Area 5: IT Operations and Maintenance Task Area 6: Integration Services
Task Area 7: Critical Infrastructure Protection and Information Assurance
Task Area 8: Digital Government
Task Area 9: Enterprise Resource Planning
Task Area 10: Software Development

Each of the task areas described below identifies examples of the types of services that may be included under each task area. The examples are not exhaustive, and other IT services, as required, may be associated with the task areas defined in this Statement of Work.

Task Area 1 specifically provides examples of solutions and services pertaining to biomedical research, health sciences, and healthcare. However, all other nine task areas may also be used to support a health-related mission.

C.2.1 Task Area 1 - IT Services for Biomedical Research, Health Sciences, and Healthcare

The objective of this task area is to support Biomedical Research, Health Sciences and Healthcare by performing studies and analyses, and providing operational, technical, and

maintenance services for the systems, subsystems, and equipment, some of which interface with, and are extensions to, information systems throughout the federal government. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Health Sciences Informatic and Computational Services
b. Health Communication Support Services and Enhancements to Facilitate Integration and Data Exchange at the Federal, State, and Local Level
c. Integration of Health Systems Across Federal Agencies and Public and Private Healthcare Systems
d. Modernization and Enhancement of Existing Health IT Legacy Systems
e. Automation of Administrative and Clinical Processes
f. Biomedical Information Services
g. Biomedical Modeling, Visualization, and Simulation
h. Biosurveillance and Disease Management Support
i. Scientific Computing Services
j. IT Clinical Support Services
k. Telemedicine (e.g., mobile health/mHealth)
l. Healthcare Payment Processes and Fraud and Abuse in Medical Claims
m. Health Emergency Preparedness and Response to Include IT Support for Epidemic and Bio- Terrorism Simulations, Emergency Response Training, Exercise Support, etc.
n. Security of Healthcare and Biomedical Research Systems
o. IT Service Management
p. Healthcare Systems Studies
q. Natural Language Processing Software and Services (Biology/Medicine Focus)
r. Medical Computer-based Training
s. Standards Development for Health IT Services

C.2.2 Task Area 2 - Chief Information Officer (CIO) Support

The objective of this task area is to support Chief Information Officers (CIOs) in implementing laws, regulations, and polices and to facilitate evolving CIO practices. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. IT Governance Process Development and Management
b. Workforce Management
c. Capital Planning and Investment Control Support
d. Independent Verification and Validation
e. Agency Information Technology Architecture Support
f. IT Portfolio Analysis
g. Risk Management
h. Program Analyses and Implementation (including Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
i. IT Organizational Development
j. Program Management Office Support
k. Advisory and Assistance Services
l. FEA Alignment Support Services
m. Market Research

C.2.3 Task Area 3 – Imaging

The objective of this task area addresses systems and services that support the collection, storage, and retrieval of digital images. Digital images can include scanned documents, medical images, geographical information systems, video, and photographs. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Document Management Systems
b. Image Conversion
c. Image Content Management
d. Medical Imaging, including Picture Archiving and Communication Systems
e. Document Imaging
f. Workflow Management for Digital Imaging Functions
g. Geospatial and Scientific Imaging
h. Environmental Imaging
i. Image Analysis
j. 3D Immersive Visualization
k. Imaging Related to Laboratory and Test Equipment
l. Security Imaging
m. Identity and Access Management

C.2.4 Task Area 4 – Outsourcing

The objective of this task area is to provide the Information Technology (IT) infrastructure and IT services required to assume management and operations of government IT resources and IT business functions. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Program Management
b. Management of Call Centers
c. Network Operations and Web Management Support
d. Leasing of Hardware and Software
e. Tools and Applications (including Application Service Provider)
f. Hardware/Software Maintenance
g. Transition Planning
h. A-76 Studies Specific to IT Operations or Support
i. Data Base Administration and Data Storage Management
j. Backup and Recovery Services System Console Operations
k. Production Control and Management
l. Asset Management (including Radio Frequency Identification [RFID] Tracking)
m. IT Acquisition Management
n. Desktop Computing as a Unified Service
o. Managed IT Services Support
p. IT Impact Analyses
q. Workflow Management
r. Implementation of Standards (e.g., International Organization for Standardization (ISO) 9000, Capability Maturity Model Integration (CMMI), IT Services Management)
s. Solution Leasing
t. Software-as-a-service (SaaS)
u. Cloud Computing

C.2.5 Task Area 5 – IT Operations and Maintenance

The objective of this task area is to support the operation and maintenance of IT systems, keeping IT systems viable with supported vendor releases or off-the-shelf applications software upgrades. Operations and maintenance on IT systems shall include all software and hardware associated with mainframes, client/server, web-based applications, and networking. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Operational Support
b. Software Maintenance and Upgrades
c. Telecommunications Maintenance (Data, Voice, Images, including Wireless)
d. Infrastructure Management Services (IMS)
e. Configuration Management
f. Network/Hardware Support
g. Help Desk/IT Support
h. Resource Management
i. Backup and Recovery Management
j. Installation, Configuration, and Tuning
k. Electronic Software Licensing Services including license: deployment, management, tracking, upgrading, etc.
l. System Management
m. IT Training
n. IT Operation and Maintenance Planning
o. Data Quality Management
p. Transformation Services
q. Continual Service Improvement
r. Balanced Scorecard for Operations
s. IT Infrastructure Optimization

C.2.6 Task Area 6 – Integration Services

The objective of this task area is to support the development and deployment of integrated information systems, which includes the integration of technical components, information technology components, organizational components and documentation. Integration projects can support a wide range of agency functions. In the healthcare and research domain, medical imaging systems, patient management systems, clinical management systems, and laboratory management systems are often provided via integration of commercial components with existing infrastructure. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Infrastructure Engineering, Development, Implementation, Integration
b. Enterprise Application Integration
c. Gap Analysis and Benchmarking
d. Data Migration and Integration
e. Open Source Integration
f. Enterprise Data Management
g. Collaboration Tools
h. Business Process Reengineering
i. Test and Evaluation Services
j. Financial Analysis

k. Feasibility Studies
l. Requirements Analysis
m. System Design Alternative (SDA) Studies
n. Systems Engineering
o. Architecture Validation and Verification
p. Risk Assessment
q. Acquisition Support

C.2.7 Task Area 7 – Critical Infrastructure Protection and Information Assurance

The objective of this task area is to support the protection of critical infrastructure, assurance of agency information, and operations that protect and defend information and information systems by ensuring confidentiality, integrity, availability, accountability, restoration, authentication, non-repudiation, protection, detection, monitoring, and event react capabilities. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Cyber Security
b. Critical Infrastructure Asset Identification and Configuration Management Databases
c. Information Assurance of Critical Infrastructure
d. Risk Management (Vulnerability Assessment and Threat Identification)
e. Facility Protection Planning
f. Information Systems Security
g. Security Operations Center Development and Operations Management
h. Application Security
i. Disaster Recovery
j. Critical Infrastructure Continuity and Contingency Planning
k. Incident Response Planning and Execution
l. Security Certification and Accreditation
m. Training and Awareness Programs
n. Exercises and Simulation
o. Federal Information Security Management Act (FISMA) Implementation Support
p. Health Insurance Portability and Accountability Act Implementation Support
q. Cryptographic Support and Services
r. Record Management
s. Public Key Infrastructure
t. Trusted Internet Connections implementation
u. Security Review and Analysis of Automated Information Systems
v. Identity Management and Assurance
w. Intelligent, Automated Data Collection and Analysis
x. IT Forensics and eDiscovery

C.2.8 Task Area 8 – Digital Government

The objective of this task area is to support government services that are provided through digital, electronic means, creating a transparent interaction between government and citizens (G2C – government-to-citizens), government and business enterprises (G2B – government-to-business enterprises) and government interagency relationships (G2G - government-to-government). A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Data Warehousing and Data Mining

b. Business Intelligence
c. Web Development and Support
d. Electronic Commerce and Electronic Data Interchange
e. Customer Relationship Management
f. Knowledge Management (IT-based sharing/storing of agency individuals' knowledge)
g. IT –Enhanced Public Relations
h. IT Strategic Planning
i. Records/Document Management
j. Business-to-Government (B2G) Solutions
k. Communications Management
l. Accessibility Services (508 and 504 compliance)
m. Automated Abstraction, Taxonomies, and Ontologies
n. Deep web and federated searching
o. Computational linguistics and machine-based translation
p. Telecommuting Support Services
q. Interactive Marketing

C.2.9 Task Area 9 – Enterprise Resource Planning

The objective of this task area is to support the implementation of enterprise management applications and systems in the federal environment, which are integrated software applications used to control, monitor, and coordinate key business activities across an enterprise. These applications generally fall into the following categories: Financials, Human Resources, Logistics, Manufacturing, and Projects. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. ERP Package Implementation
b. Integration of Business Systems
c. Business Consulting Services
d. Business Transformation and Business Process Reengineering
e. Business Systems Modernization
f. IT Software Package Selection
g. ERP IT Infrastructure
h. ERP Infrastructure Planning, Installation, and Tuning
i. Performance Load Testing
j. ERP End User Training

C.2.10 Task Area 10 – Software Development

The objective of this task area is to develop customized software applications, database applications, and other solutions not available in off-the-shelf modular software applications. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

a. Requirements Analysis, Design, Coding, and Testing
b. Production Deployment
c. Application Prototyping
d. Multimedia Software for Patient/Staff Education
e. Program Evaluation Software
f. Administrative and General Decision Support Software
g. Business Intelligence and Analytics

h. GIS-Enhanced Planning and Program Evaluation Software
i. Web 2.0 Development and Management
j. Database Development and Management
k. Clinical Protocol and Quality Assurance Decision Support Software

Article C.3 Reporting Requirements

The contractor is responsible for the following reporting under the GWAC. Reporting required under paragraphs a. through d. below shall be made through the Electronic Government Ordering System (e-GOS). (See G.7.1 Electronic Government Ordering System for further information.)

(The following statement does not apply to subparagraphs a. through e.)

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.

a. Award and Modification Report

All task order awards and modifications issued shall be reported in e-GOS within 10 calendar days of receipt by the contractor. The reporting of modifications pertains to both funded modifications and administrative modifications.

b. Quarterly Activity Report

The Quarterly Activity Report is a summary of the award and modification activity reported by the contractor in the e-GOS during the previous quarter. The contractor is responsible for correcting any errors in the information prior to quarterly certification of the information through e-GOS.

c. NIH Contract Access Fee Payment Report

The NIH Contract Access Fee (NCAF) Payment Report is a summary of payment activity by the contractor. The contractor shall certify NCAF payments through e-GOS on a quarterly basis. During the process of certification, the contractor shall provide the status on any balances that are due and identify and explain any discrepancies found.

d. Contractor Profile Report

The contractor shall be responsible for maintaining the contractor company profile in e-GOS. On a quarterly basis, the contractor shall certify the accuracy of the information in e-GOS.

e. Internet Presence Report

The contractor shall submit an Internet Presence Report certifying that the contract holder is in full compliance with Article G.5 Contractor Internet Presence requirements. The report shall be submitted to the NITAAC Customer Support Center at NITAACsupport@nih.gov providing compliance status on all requirements under Article G.5 for the previous quarter.

f. Reporting Schedule

The certifications required by paragraphs b. through e. shall be submitted in accordance with the following schedule:

Quarter	Period	Due Date
Quarter 1	October 1 – December 31	by January 15
Quarter 2	January 1 – March 31	by April 15
Quarter 3	April 1 – June 30	by July 15
Quarter 4	July 1 – September 30	by October 15

g. Limitations on Subcontracting Certification

The contractor shall submit an annual certification on or before October 15 of each year stating whether or not the contractor complied with FAR 52.219-14(c)(1) Limitations on Subcontracting, for the previous fiscal year. The certification shall be submitted on contractor official company letterhead to the NITAAC Customer Support Center at NITAACsupport@nih.gov.

The certification letter shall be signed and dated, and shall include the CIO-SP3 Small Business Contract Number, the fiscal year certified, and the following statement:

"With this letter, [enter contractor legal name here] certifies that it has complied (or not complied) with FAR 52.219-14(c)(1) Limitations on Subcontracting requirements in the previous fiscal year [list the start and end dates of the previous fiscal year]."

The letter shall also include actual dollars and percentages in the following format:

Title	Actual Annual	Actual Cumulative
Total Funded Amount:	$	$
Total Cost Incurred:	$	$
a) Total Subcontracted Amount:	$	$
b) Total Subcontracted percentage:	%	%

*Note: Actual Annual = Previous Fiscal Year Actual Cumulative = Contract Award to Date

h. Contractor Accounting System Certification

Contractors shall demonstrate their continued ability to maintain an adequate accounting system for Cost Reimbursement task orders under this contract. Accordingly, the contractor shall submit a signed and dated letter on its company letterhead, certifying its compliance with FAR Part 16.301-3(a)(1) for determining costs applicable to task orders under this contract. The contractor letter shall include the following statement, and be submitted annually to the NITAAC Customer Support Center at NITAACsupport@nih.gov on or before October 15 of each year:

"With this letter, [enter contractor legal name here] certifies that its accounting system was audited and continues to be adequate in accordance with FAR Part 16.301-3(a)(1) for determining costs applicable to task orders under this contract."

i. Information and/or Physical Security

*(The following reporting requirements **do not apply to this contract**; however, these requirements apply to applicable HHS task Orders. For non-HHS task orders, the Information and Physical Access Security clause may be appropriately tailored by the customer agency as*

applicable.)

A. **Security Assessment and Authorization (SA&A)** - A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO within the specified timeline(s) within three (3) months after contract award. The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision). For an existing ATO, Contracting Officer Representative must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such. NIH acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively. The Contractor shall submit the following reports as required by the Information and Physical Access Security clause in Article H.7 of Section H of this contract.

B. **SA&A Package Deliverables** - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days of contract award to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package.

- **System Security Plan (SSP)** - due within 30 days after contract award. The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and NIH policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- **Security Assessment Plan/Report (SAP/SAR)** - due 30 days after the contract award. The security assessment shall be conducted by the assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and NIH policies. The assessor will document the assessment results in the SAR. The NIH should determine which security control baseline applies and then make a determination on the appropriateness/necessity of obtaining an independent assessment. Assessments of controls can be performed by contractor, government, or third parties, with third party verification considered the strongest. If independent assessment is required, include statement below. Thereafter, the Contractor, in coordination with the NIH shall conduct/assist in the assessment of the security controls and update the SAR at least annually.

- **Independent Assessment** - due 90 days after the contract award. The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and

management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all "high" deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).

- **POA&M** - due 30 days after contract award. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and NIH policies. All high-risk weaknesses must be mitigated within 30 days and all medium weaknesses must be mitigated within 60 days from the date the weaknesses are formally identified and documented. The NIH will determine the risk rating of vulnerabilities. Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, NIH may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.

C. **Contingency Plan and Contingency Plan Test** - due 60 days after contract award. The Contingency Plan must be developed in accordance with NIST SP 800-34, Contingency Planning Guide for Federal Information Systems, and be consistent with HHS and NIH policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least annually.

- **E-Authentication Questionnaire** - The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines. Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

D. **Position Sensitivity Designations**

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

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

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

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

1. **Homeland Security Presidential Directive (HSPD)-12 Roster**

   a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.

   b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

   c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

   d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

   e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.

   f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

   g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more that the cost of the additional investigation(s).

   h. The Contractor shall include language similar to this "HHS Controlled Facilities and

Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.

j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

E. **Contract Initiation and Expiration**

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

2. **System Documentation** - Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.

3. **Sanitization of Government Files and Information** - As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

4. **Notification** - The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within fifteen days before an employee stops working under this contract.

5. **Contractor Responsibilities Upon Physical Completion of the Contract** - The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.

6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist

https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

F. **Contractor Non-Disclosure Agreement (NDA) -** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf, as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

G. **Vulnerability Scanning Reports**

The Contractor shall report the results of the required monthly special vulnerability scans no later than 10 days following the end of each reporting period. If required monthly, this report may be included as part of the Technical Progress Report. Otherwise, this report shall be submitted under a separate cover on monthly basis.

H. **Government Access for Security Assessment** - In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.

The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete

production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

c. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.

d. Cooperate with inspections, audits, investigations, and reviews.

SECTION D: PACKAGING, MARKING AND SHIPPING

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

SECTION E: INSPECTION AND ACCEPTANCE

The following paragraph applies to Task Orders issued under this contract. Additional inspection and acceptance requirements may be specified by the OCO in each Task Order.

Article E.1 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 PCO will make their full text available. Also, the full text of the clauses may be accessed electronically at this address: http://www.acquisition.gov/far/index.html.

NUMBER	CLAUSE TITLE	DATE
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-3	Inspection of Supplies – Cost Reimbursement	MAY 2001
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984
52.246-6	Inspection of Time-Material and Labor Hour	MAY 2001
52.246-16	Responsibility for Supplies (see note)	APR 1984

Note: Applicable to Fixed-Price Task Orders Only

SECTION F: DELIVERIES OR PERFORMANCE

Article F.1 GWAC Period of Performance

The period of performance of this contract shall be (see awarded Standard Form 26).

Article F.2 Task Order Period of Performance

The period of performance for each task order placed under the contract will be specified in the individual task order. Task order options, if included at initial issuance of the task order, may be exercised after the expiration date of the GWAC; however, no task order (including task order options) may extend more than 60 months beyond the expiration of the GWAC.

Notwithstanding anything to the contrary above, a multi-year task order placed under the GWAC must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

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 PCO will make its full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/browsefar.

(i) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

NUMBER	CLAUSE TITLE	DATE
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	FOB Destination	NOV 1991
52.247-35	F.o.b. Destination Within Consignees Premises	APR 1984

SECTION G: CONTRACT ADMINISTRATION DATA

Article G.1 General

This section provides guidance regarding contract administration requirements for this contract, and where applicable, guidance regarding Task Orders placed under the contract.

Article G.2 Authorized Users

This contract is for use by all Federal government agencies. A listing of Federal government agencies can be found at www.usa.gov under http://www.usa.gov/Agencies/federal.shtml.

Article G.3 Roles

Notwithstanding the contractor's responsibility for total management of this contract and Task Orders issued there under, the administration of this contract will require effective coordination between the government and the contractor. This Article describes the roles and responsibilities of individuals and/or authorized users who will be the primary points of contact for the government and contractor on matters regarding contract administration. The government may modify the roles and responsibilities at any time during the period of performance of the contract.

G.3.1 Government Personnel

a. **Procuring Contracting Officer**

The Procuring Contracting Officer (PCO) is the only individual with authority to act as an agent of the government under this contract. Only the PCO 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; and,

(5) Otherwise change any terms and conditions of this contract.

The PCO for this contract is:

Name: Mr. Keith Johnson, NITAAC
Address: 6011 Executive Boulevard, Suite 503, Rockville, Maryland 20892
Email: NITAACsupport@nih.gov
Phone: (888) 773-6542

b. **NITAAC Contracting Officer's Representative (COR)**

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

Name: Ms. Bettie Hartley, NITAAC
Address: 6011 Executive Boulevard, Suite 503, Rockville, Maryland 20892
Email: NITAACsupport@nih.gov
Phone: (888) 773-6542

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

The Government may unilaterally change its COR designation.

c. **Agency Ordering Contracting Officer (OCO)**

The agency OCO for each task order is the sole and exclusive government official with authority to take actions which may bind the government under task orders under the contract.

d. **Information Systems Security Officer (ISSO)**

The Information Systems Security officer (ISSO) is responsible for the confidentiality, availability, and integrity of electronic information resources. The ISSO serves as the principal contact for coordination, implementation, and enforcement of Information Security (InfoSec) policies, and for implementing and maintaining federal InfoSec directives and policies. HHS Information Security Program Policy can be found at http://ocio.nih.gov/security/sec_policy.html.

G.3.2 Contractor Personnel - Key Personnel, HHSAR 352.237-75 (December 2015)

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

(End of clause)

The key personnel shall be an employee of the contractor. The Contractor Program Manager (PM) is considered key personnel and essential to the work being performed hereunder. Any request for a change in key personnel shall be submitted on official company letterhead, along with the resume inclusive of the full name, office phone number, and individually assigned company email address, and employment history for the new individual proposed and directed to the NITAAC Customer Support Center: NITAACsupport@mail.nih.gov. Key personnel email address domain name shall align with the contractor legal business name.

The contractor's corporate management structure shall guarantee senior, high-level, program management of the CIO-SP3 Small Business GWAC Program. The contractor shall identify the individual selected to fill the role of contractor's PM for the GWAC. The Contractor PM duties include, but are not limited to:

a. Representing the contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;

b. Promoting the CIO-SP3 Small Business contract to the Federal government through participation in trade shows, conferences, and other meetings where federal government has a significant presence;

c. Promoting contractor identity as NITAAC CIO-SP3 Small Business contract holder by using the NITAAC CIO- SP3 Small Business logo in advertising, placing these identifiers in printed and in on-line communications; displaying CIO-SP3 Small Business promotional placards; and, disseminating NITAAC CIO-SP3 Small Business marketing materials.

   (Appropriate use of the NITAAC CIO-SP3 Small Business logo in advertisements directed to Federal Government contract use is acceptable, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the government);

d. Educating and training contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the CIO-SP3 Small Business GWAC;

e. Providing all reporting information required under the contract accurately and in a timely manner;

f. Attending meetings and conferences, as required; and,

g. Serving as the primary focal point within the contractor's organization on all matters pertaining to this contract.

The Contractor PM on this contract is listed on the NITAAC website.

Article G.4 Customer/Contractor Training Materials

NIH will make available, via the NITAAC website, training materials that will assist customers and contractors in using the contract. NITAAC personnel will also be available to provide specific training to customers and contractors on the use of the CIO-SP3 Small Business contract vehicle either at the customer's or contractor's facility, or at a mutually agreeable site.

Article G.5 Contractor Internet Presence

Within 30 days after contract award, the contractor shall have developed a publicly available webpage, accessible via the Internet. The contractor shall provide the direct Uniform Resource Locator (URL) for the webpage to be displayed on the NITAAC website and shall maintain this webpage until administrative close-out of the contract and any task orders issued under the contract, ensuring that the information displayed remains current. The contract holder shall ensure the accuracy of its information as displayed on the NITAAC website Contract Holder page, and promptly notify NITAAC Customer Support of any changes. The webpage URL domain name shall align with the contractor legal business name.

The purpose of the webpage is for the contractor to communicate with potential customers regarding the contractor's ability to provide world-class professional support services under the contract. At a minimum, this webpage must include the following items: the awarded Standard Form 26, latest contract (conformed), the loaded labor rates for each contract year of both Government and Contractor site, prompt payment terms, contact information for the contractor's PM (as listed on the NITAAC website), a hyperlink to the NITAAC CIO-SP3 Small Business website, and the latest NITAAC and NITAAC CIO-SP3 Small Business logos. This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications. The contractor's website shall be available for use 24 hours per day, 7 days per week. The contractor is responsible for promptly notifying NITAAC Customer Support of any changes to the URL.

Article G.6 Electronic Communications

The contractor shall establish a CIO-SP3 electronic mailbox for receipt of communications from NITAAC. The electronic mailbox name must include "CIO-SP3". The domain name of the electronic mailbox shall align with the contractor legal business name.

Article G.7 Task Order Procedures

G.7.1 Electronic Government Ordering System

a. NITAAC has developed the secure 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. The contractor and customers will be required to use the e-GOS in order to participate in the task order process by registering as an e-GOS user and agreeing to system usage rules of behavior. In the event that a solicitation under the GWAC is released outside of e-GOS by the government/ordering agency, the contractor shall immediately (upon receipt of the solicitation) notify NITAAC by forwarding the solicitation to the NITAAC Customer Support Center at: NITAACsupport@nih.gov.

b. The contractor CIO-SP3 electronic mailbox address, a personal email address, or a general email address may not be used to register for an account in e-GOS. Individuals within the contractor's organization shall register individually in e-GOS using their individually assigned company email address for an e-GOS user account.

c. The contractor shall identify an e-GOS representative as the contractor primary point of contact for providing training on e-GOS and resolution of related issues. This individual shall also be the primary interface point to NITAAC on e-GOS and shall attend mandatory e-GOS training as deemed necessary by the NITAAC.

d. Responses to solicitations issued under the contract shall be submitted in e-GOS. In the event a Government customer requests that the contractor submit their response through e-mail or in hardcopy format, the contractor may do so, however the contractor shall also submit their response through e-GOS prior to the response deadline. If the contractor decides not to submit a Task Order proposal in response to a solicitation, a "No Bid" response shall be submitted through e-GOS on or before the closing date and time established in the solicitation.

e. The contractor is authorized to initiate work only after receipt of an award document through e-GOS.

f. Future e-GOS enhancements may include the implementation of digital signatures, and once implemented, may entail a nominal cost to the contractor to purchase and maintain appropriate security certificates.

G.7.2 Task Order Issuance

a. General

Only the OCO may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified Article C.1., Statement of Work. Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Task Order has been awarded and submitted through e-GOS. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this Article.

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

b. Requesting Task Order Proposals

Utilizing the e-GOS, the OCO or a designated individual may solicit responses to requirements from Contractors within a technical area covered by the Scope of Work. Generally, the Task Order solicitation will include, but is not limited to the following:

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

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 $3,500 unless the following exception(s) apply:
   a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
   b. 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.
   c. 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.
   d. It is necessary to place an order to satisfy a minimum guarantee.
   e. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
   f. 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:
   a. For orders exceeding $3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
   b. For orders exceeding the simplified acquisition threshold up to $5.5 Million, in accordance with 16.505(b)(1)(iii); and,
   c. For orders exceeding $5.5 Million, in accordance with FAR 16.505(b)(1)(iv).
3. The NITAAC ordering system, e-GOS, will automatically provide to the OCO sufficient information about qualifying contractors in each grouping to assist the OCO in determining

whether to solicit the requirement under the Small Business Group, within the Historically Underutilized Business Zone (HUBZone) Group, the Service-Disabled Veteran-Owned Small Business (SDVOSB) Group, or within the Section 8(a) Group. Please note that although all contractors within a particular Group must be offered an opportunity to participate under a particular task order, there is no requirement to obtain 3 quotes as long as all contract holders within a Grouping were provided an opportunity to provide a quote. The OCO will insert the applicable clauses found in Sections I.7, I.8, and I.9 when setting aside a task order for the HUBZone, SDVOSB, or Section 8(a) Groups.

d. Firm-Fixed Price Task Orders

For Firm-Fixed Price (FFP) task order Request for Proposals (RFPs), the contractor will multiply the quantity of each item or labor category required against the rate listed in the pricing schedule (Tables 1 and 2 under Article B.7) or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task. Travel and other-direct-cost (ODC), if applicable, may be estimated for each task order. Any amount negotiated for travel and ODCs, will be added to the extended price of all ordered items to arrive at the total FFP for the task order. The OCO must determine fair and reasonable pricing for all fixed-price task orders following FAR 15.4, Pricing.

e. Cost-Reimbursement Task Orders

A contractor interested in participating in Cost-Reimbursement (CR) type task orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to the contract by the time the task order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency, or a third-part accounting firm has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The applicable task order can include use of the contractor's most recent Defense Contract Audit Agency (DCAA)-approved provisional indirect billing and actual rates for both direct and indirect costs, or if a contractor does not have DCAA-approved rates, their indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award portion will be clearly differentiated. Such task orders will be subject to the additional clauses under FAR 16.307. The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost- Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

f. Time-and-Materials Task Orders

For Time-and-Materials (T&M) task order solicitations (including Labor Hour orders as defined by FAR 16.602), the contractor will multiply the quantity of hours required under each labor category against the rate listed in their price schedule (Attachment J.1) or as negotiated, such as when the contractor elects to propose lower rates for the task order or different rates to reflect specialized labor categories/labor categories with special clearances, etc. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the task order-ceiling price. The government will reimburse the contractor as provided under FAR 52.232-7,

Payments under T&M and Labor-Hour Contracts (Aug 2012).

(1) "Loaded Hourly Labor Rate" equates to "hourly rates" as defined in FAR 52.232-7, Payments under Time- and-Materials and Labor-Hour Contracts (Aug 2012). The ceiling rates listed and any lower subsequent rates proposed in response to task order requests must be fully burdened labor rates inclusive of profit, fringe benefits, salary, and indirect costs. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M task orders issued under the GWAC for Continental United States (CONUS) locations (Note: CONUS is defined as the 48 contiguous states plus the District of Columbia).

(2) Factors such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific task order requirements. Contractors shall explain in their task order proposals any Loaded Hourly Labor Rates that exceed the rates in the GWAC or for new proposed labor categories (see Article H.1.1 Unique Professional Skills – Task Order Level), and the OCO will determine the reasonableness of the pricing as defined in FAR 15.4, Pricing and FAR 16.601 Time and Materials Contracts. Upon request of the OCO, the contractor will be required to provide supporting documentation for such rates, which may include a cost element breakdown of each Loaded Hourly Labor Rate (including profit) in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

(3) The government will reimburse costs in connection with subcontracts in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012) in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the contractor's payment request to the government.

(4) "Materials" on T&M task orders are defined under FAR 16.601, Time and Materials Contracts. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2. Materials will be reimbursed as provided under FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012). The OCO must identify a not-to-exceed materials ceiling under a separate Contract Line Item Number (CLIN) on the task order.

g. Incentives

The OCO must determine fair and reasonable pricing for all Incentive task orders and develop a plan to implement and monitor an Award-Fee result detailed in FAR Part 16.4, Incentive Contracts.

G.7.3 Performance-Based Acquisitions Methods

Pursuant to FAR 37.102(a)(2), the OCO must use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

a. Firm-Fixed-Price Performance-Based Task Order
b. Performance-Based Task Order that is not Firm-Fixed-Price

G.7.4 Service Contract Act

The preponderance of the GWAC's labor categories are considered bona fide executive,

administrative, professional labor and are generally exempt from the Service Contract Act (SCA). To the extent that any labor is subject to the SCA and is within scope of a Task Order and the GWAC, the OCO must identify such work under a separate CLIN on the task order and apply wages as required under FAR 22.10, Service Contract Act Wage Determinations.

G.7.5 Pricing Arrangements

The OCO may use all types of Fixed-Price, Cost Reimbursement, Incentive, and Time-and-Materials (T&M) pricing arrangements, as provided in FAR Part 16.

G.7.6 Price Reasonableness

The OCO is responsible for the determination of cost or price reasonableness for each task order. When adequate price competition exists (see FAR 15.403-1(c)(1)), generally, no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and none of the exceptions under FAR 15.403-1(b) apply, the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

G.7.7 Provisions Applicable to Direct Costs

a. Travel will be reimbursed at actual cost and as limited in FAR 31.205.46. Contractors may apply indirect costs to travel if a part of the contractor's usual accounting practices and consistent with FAR 31.2. The OCO must identify a not-to-exceed travel ceiling under a separate contract line item number (CLIN) on the Task Order. Travel and Other Direct Costs (ODCs) will be estimated for each task order. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification. Profit on travel and ODCs is not allowable under Time and Material task orders.

(The following two paragraphs are applicable to cost-reimbursement task orders):

b. This article will prohibit or restrict the use of contract funds, unless otherwise approved by the OCO. The following is a list of items that may be included in the resultant contract as applicable:

    1) Conferences & Meetings
    2) Food for Meals, Light Refreshments & Beverages
    3) Promotional Items
    4) Acquisition, by purchase or lease, of any interest in real property
    5) Special rearrangement or alteration of facilities
    6) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value
    7) Travel Costs including Foreign Travel
    8) Consultant Costs
    9) Subcontract Costs
    10) Patient Care Costs
    11) Accountable Government Property
    12) Printing costs
    13) Research Funding

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

Article G.8 NIH Contract Access Fee and Fee Remittance

a. The NIH Contract Access Fee (NCAF) is a required NIH fee to reimburse the cost of operating and administering the CIO-SP3 Small Business contract. Effective January 5, 2016 the fee is fixed at .55% (i.e., 0.0055) for any new task orders released under the contract. This fee shall never to be treated as a negotiable element between the contractor and ordering agency. The NCAF is charged against all task orders and applied to the total award value for contractor performance. Total award value is all inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

   The formula is: Total NCAF = Total Award Value * NCAF Percentage.

   The total NCAF collected per task order may be capped at a set amount to be determined by the NITAAC Program Office. For more information on this cap, please see the NITAAC website (https://nitaac.nih.gov/nitaac/).

b. The contractor shall include the NCAF as a separate Contract Line Item Number (CLIN) in all contractor proposals to the government, regardless of pricing arrangements used.

c. The contractor shall be responsible for reimbursing NCAF to NIH. It is ultimately the contractor responsibility to ensure that any task order award or modification issued contains the necessary NCAF, that the NCAF is properly calculated, and that NCAF is paid in full by the NCAF payment due date.

d. Contractors shall invoice the government for full NCAF amount based on obligated amounts, either by funded award or funded modification, on the first invoice after receipt of the funded award or modification document. NCAF is not subject to downward adjustment.

e. NCAF payments will be due to NIH/NITAAC on or before the 10th calendar day of each month for all payments received from the government in the previous month.

f. The contractor shall utilize the Department of Treasury's secure government-wide collection portal Pay.gov at https://www.pay.gov/paygov/, for payment of the NCAF to NIH/NITAAC. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov.

g. Failure to remit the NCAF in a timely manner will constitute a Basic Contract debt to the United States Government under FAR 32.6.

h. NIH reserves the unilateral right to adjust the NCAF should it experience a major change in the cost of operating its GWAC Program.

Article G.9 Government Property

Any equipment, property, or facilities furnished by the government or any contractor-acquired property must be specified in the applicable Task Order. Agency OCOs are responsible for ensuring 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 event 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 OCO. 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 OCO.

If a task order RFP will result in the acquisition or use of Government Property provided by an HHS OCO or if the OCO authorizes in the preaward negotiation process, the acquisition of property (other than real property) for HHS customers, this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf .

G.9.1 On-Site Contractor Access to Government Property

(Applicable to task orders that involve contractor staff working at a government site or installation and using government property)

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

a. The contract requires contractor personnel to be located on a Government site or installation;
b. The property utilized by contractor personnel is incidental to the place of performance; and,
c. 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 appropriate Property Officer for resolution.

Article G.10 Invoice Submission

Individual task orders will specify requirements for the preparation of vouchers and invoices.

Article G.11 Correspondence

All data and correspondence submitted to the CIO-SP3 PCO/NITAAC or the Customer's OCO shall reference:

a. CIO-SP3 PCO/NITAAC:
    1. CIO-SP3 Small Business Contract Number
    2. Contractor Legal Business Name (also listed on the NITAAC website)
    3. NITAAC Order ID Number (e.g. C-55555-SB)
    4. Order Title

b. Customer's OCO:

1. CIO-SP3 Small Business Contract Number
2. Contract Legal Business Name (also listed on the NITAAC website)
3. NITAAC Order ID Number (e.g. C-55555-SB)
4. Order Number (as listed on the order standard form)
5. Order Title
6. Point of Contact at the Government End User Agency

Article G.12 Meetings and Conferences

Contractors are required to participate in monthly Contract Holder Conference Calls designed for the exchange of information among contract holders and the NITAAC program. Participation in these conference calls will ensure that contractors are kept abreast of ongoing NITAAC Program and contractor community activities.

Contractors are encouraged to participate in community action groups to assist in the development of strategies around market outreach, communication, and other topics relevant to the CIO-SP3 Small Business GWAC Program.

NITAAC may conduct up to four Program Office meetings per year including an annual conference at a location to be determined by NITAAC. These meetings are intended to provide a platform for contractors, NITAAC staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing NIH and government-wide initiatives, and address contract fundamentals. At a minimum, Contractor PM is required to attend these meetings.

Article G.13 Post Award Evaluation of Contractor Performance

G.13.1 Contractor Performance Evaluations

As detailed in FAR 42.15, the Government will conduct past performance assessments on contractor performance. The PCO will conduct past performance assessments for this contract. The agency OCO is responsible for conducting past performance assessments at the task order level.

G.13.2 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. The PM (only) will be assigned as the contractor representative for this contract in the Contractor Performance Assessment Reporting System (CPARS).

Article G.14 Providing Accelerated Payment to Small Business Subcontractors, 52.232-40 (December 2013)

a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

b. The acceleration of payments under this clause does not provide any new rights under the

prompt Payment Act.

c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

Article H.1 Labor Categories – Contract Level

The labor categories referenced in Article B.4, Prices/Costs and included as Attachment J.1, represent the Government's best estimate of the kinds of personnel required for successful performance of Task Orders that may be awarded under this contract. The Government recognizes that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the- art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate.

H.1.1 Unique Professional Skills – Task Order Level

Certain unique labor categories, as well as consultants, that are not defined in the labor categories referenced in Article B.4, Prices/Costs and included in Attachment J.1, may be required under specific task orders. Unique professional skills are defined as those bona fide executive, professional, or administrative skills for which the expertise required or duties performed are within the contract's scope, but are so specialized or rare that they are not explicitly defined in any of the labor categories set forth in Attachment J.1. A contractor may propose a new or different skill level category at the task order level providing detailed justification for the new/different skill level category. The agency OCO will determine whether circumstances warrant the use of unique professional skills.

Article H.2 Organizational Conflict of Interest

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

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

a. Immediately notify the OCO 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 OCO to proceed; or

b. Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

The OCO (or PCO as applicable at the GWAC level) will review the information provided by the contractor and make a determination whether to proceed with the Task Order, notwithstanding a conflict of interest, and as applicable, process a request for waiver pursuant to FAR 9.503.

Article H.3 Acknowledgement of Federal Funding

(This article is applicable to task orders funded with NIH appropriations.)

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.4 Dissemination of False or Deliberately Misleading Information

(This article is not applicable to this contract; however, it is applicable to any Task Order issued under the contract that require the dissemination of information.)

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

Article H.5 Certification of Filing and Payment of Taxes

(This article is applicable to task orders over $5,000,000 funded with NIH appropriations.)

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

Article H.6 Information Security and/or Physical Access Security

(This article is not applicable to this contract but is applicable to any HHS task order issued under this contract requiring information security and/or physical access security. Note:

A task order requires security, if any contractor (and/or any subcontractor) employee:

- *will develop, have the ability to access, use, or host and/or maintain government information and/or government information system(s), including instances of remote access to a or physical removal of such information beyond agency premises or control; or*
- *will have regular or prolonged physical access to a "federally-controlled facility", as defined in FAR Subpart 2.1.*

Physical and Logical Access refers to when contractor personnel (and/or any subcontractor) are expected to have (1) routine physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to government information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3) as per the HHSAR Subpart 304.13 - Personal Identity Verification and OMB M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractors.)

A. **Baseline Security Requirements**

1. **Applicability** – The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
    a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.

b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

2. **Safeguarding Information and Information Systems** – In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:
   a. Protect government information and information systems in order to ensure:
      - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
      - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
      - **Availability**, which means ensuring timely and reliable access to and use of information.
   b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.
   c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
   d. Comply with the Privacy Act requirements.
3. **Information Security Categorization** – In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Contractor Non-Disclosure Agreement and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality:	[ ] Low	[ ] Moderate	[ ] High
Integrity:	[ ] Low	[ ] Moderate	[ ] High

Availability: [ ] Low [ ] Moderate [ ] High

Overall Risk Level: [ ] Low [ ] Moderate [ ] High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

[ ] No PII [ ] Yes PII

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

PII Confidentiality Impact Level has been determined to be:

[ ] Low [ ] Moderate [ ] High

4. **Controlled Unclassified Information (CUI)** – CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "…any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:
   a. Marked appropriately;
   b. Disclosed to authorized personnel on a Need-To-Know basis;
   c. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
   d. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
5. **Protection of Sensitive Information** – For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
6. **Confidentiality and Nondisclosure of Information** – Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work

performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

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

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

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

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

The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within ***15 days*** of the validation.

e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

11. **Contractor Non-Disclosure Agreement (NDA)** – Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf, as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.
12. **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the NIH Office of the Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed. The NIH PIA guide is located at https://oma.od.nih.gov/forms/Privacy%20Documents/Documents/NIH%20PIA%20Guide.pdf.

a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.

b. The Contractor shall assist the NIH Office of the SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

B. **Training**

1. **Mandatory Training for All Contractor Staff** – All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/NIH Contractor Information Security Awareness, Privacy, and Records Management training course at http://irtsectraining.nih.gov/ before performing any work under this contract. Thereafter, the employees shall complete NIH Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. **Role-based Training** – All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training

https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/rolebasedtraining.aspx.

3. **Training Records** – The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within 30 days after contract award and ***annually*** thereafter or upon request.

C. **Rules of Behavior**

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, and comply with the NIH Information Technology General Rules of Behavior https://ocio.nih.gov/InfoSecurity/training/Pages/nihitrob.aspx, which are contained in the NIH Information Security Awareness Training Course http://irtsectraining.nih.gov.
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual NIH Information Security Awareness Training. If the training is provided by the contractor, the signed Rules of Behavior must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

D. **Incident Response**

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

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

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

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

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
2. NOT notify affected individuals unless so instructed by the Contracting Officer or

designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals in accordance with https://ocio.nih.gov/InfoSecurity/IncidentResponse/Pages/ir_guidelines.aspx.

3. Report all suspected and confirmed information security and privacy incidents and breaches to the NIH Incident Response Team (IRT) via email at IRT@mail.nih.gov , COR, CO, the NIH Office of the SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable NIH and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
    a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
    b. not include any sensitive information in the subject or body of any reporting e-mail; and
    c. encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS and NIH incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an hour of discovery.

E. **Position Sensitivity Designations**

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

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

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

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

F. **Homeland Security Presidential Directive (HSPD)-12**

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland

Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

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

a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.
b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.
f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more that the cost of the additional investigation(s).
h. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in

hard copy; or (4) any combination of circumstances (1) through (3).

i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.

j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

G. **Contract Initiation and Expiration**

1. **General Security Requirements** - The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or and in accordance with the HHS Contract Closeout Guide (2012). HHS EA requirements may be located here: https://www.hhs.gov/ocio/ea/documents/proplans.html.
2. **System Documentation** - Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information** - As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification** - The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within ***fifteen days*** before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract** - The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

H. **Records Management and Retention**

The Contractor (and/or any subcontractor) shall maintain all information in accordance with

Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/NIH policies and shall not dispose of any records unless authorized by HHS/NIH.

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

Article H.7 Electronic and Information Technology Accessibility, HHSAR 352.239-74 (December 2015)

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) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" 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 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

b. The Section 508 accessibility standards applicable to this contract or order will be identified in the applicable task order Statement of Work or Specification or Performance Work Statement. Under such task orders, the contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

c. The Section 508 accessibility standards applicable to this contract are: (Contract Staff must list applicable standards.

d. In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS Web site: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

e. If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that

the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

Article H.8 Task Order/Delivery Order Contract Ombudsman

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

Dr. Richard G. Wyatt
NIH Competition Advocate for Non R&D Contracts
1 Center Drive, 160, MSC 0151
Bethesda, MD 20892-0151
Phone: (301) 496-4920
Email: WyattRG@mail.nih.gov

Article H.9 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.10 Hardware/Software Acquisition

To help ensure the ability to provide hardware/software without limitation, but not become a shopping center, CIO-SP3 Small Business is considered to be a "solutions based contract". This term refers to contracts that encompass everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution.

Inclusion of hardware/software acquisition on a task order is within the purview of the cognizant OCO. Any hardware/software included must be considered to be critical and related to the services being acquired under the task order.

The PCO reserves the right to review individual task orders to determine if the provisions of this clause are being applied appropriately.

Article H.11 Security Considerations

The work to be performed under specific task orders may require security clearances. In that

event, the contractor will be advised of the requirements in the task order statement of work. The contractor shall follow the security requirements identified in the task order statement of work and other guidance that may be established by the OCO. Only those contractors that meet the required security clearance levels on individual task orders are eligible to compete for such task orders.

Clearances may require Special Background Investigations, Sensitive Compartmented Information access or Special Access Programs, or agency-specific access. In such cases, the contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with government security regulations, as specified on the individual task order. The contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the contractor employee's trustworthiness and suitability for the position. Task orders containing classified work will include a Contract Security Classification Specification, (DD Form 254 or agency equivalent). The DD Form 254 is available at the following site: **DD Form 254**

Article H.12 Cost Accounting System

In accordance with FAR 16.301-3(a)(1), contractors awarded cost-reimbursement task orders will be required to have and maintain an adequate cost accounting system determined adequate by their cognizant auditing agency. The contractor shall notify the appropriate OCO for ongoing task orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

Article H.13 Purchasing System

In accordance with FAR 44.201-2, Advance Notification Requirements, contractors with approved purchasing systems shall notify the appropriate OCO on individual task orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

Article H.14 Ramp-on Procedure

The PCO will periodically review the total number of contractors to ensure adequate competition for task orders throughout the period of performance. Over time, the total number of contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons.

If the PCO determines that it is in the best interest of the government to open the GWAC to new contractors, the PCO has the discretion to announce an open season at any time during the effective period of the GWAC but no earlier than three years from date of award.

The PCO will announce this open season by publishing a notice in Federal Business Opportunities. The open season will be subject to applicable federal procurement laws and guidance at the time the open season is announced. The Open Season announcement will provide an estimate of the number of new awards that the PCO intends to make. Under the Open Season, the PCO will issue a 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 PCO 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 CIO-SP3 GWACs. Any contractor receiving a contract under this open season will be eligible to compete on future task orders with the same rights and obligations of any other CIO-SP3 Small Business contractor. Contracts awarded under this open season provision will share in the ceiling of the CIO-SP3 Small Business program and the overall ceiling of the basic contract will not be increased.

This provision will apply to the HUBZone Group, the SDVOSB Group, and to the Section 8(a) Group in the same manner as to the Small Business Grouping, e.g., if during a “Ramp on” period HUBZone, SDVOSBs, and Section 8(a) contractors can qualify for task areas not currently covered within their respective Group, the government reserves the right to add those task areas to the HUBZone Group, the SDVOSB Group, or the Section 8(a) Group as applicable at that time.

Article H.15 Ramp-off Procedure

If at any point during the 10-year period of performance the contractor decides that it no longer wishes to participate in the contract, then the contractor may submit the request to the PCO requesting termination of their contract. If the PCO accepts the contractor’s request, the PCO will “ramp off’ the contractor using the provision under FAR 52.249-2, Termination for the Convenience of the Government. This provision is independent of any other action permitted under the contract terms and conditions. If a “ramped off” contractor is currently under contract to perform under any task order, the contractor will be required to continue to perform under the terms of the specific task order.

Article H.16 Privacy Act – HHSAR 352.224-70 (December 2015)

(This article is applicable to HHS Task Orders that require the design, development, or operation of a system of records to notify the Contractor that it and its employees are subject to criminal penalties for violations of the Privacy Act (5 U.S.C. 552A(i) to the same extent as HHS employees See HHSAR 324.105(a) for more information).

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.

Article H.17 Replacement of Team Members under a FAR 9.601(1) Contractor Team Arrangement (CTA)

Contractors that are awarded a contract based on a FAR 9.601(1) Contractor Team

Arrangement (CTA) are required to obtain PCO approval prior to replacing or deleting team members.

The contractor request for replacement of team members shall be submitted on official company letterhead to the NITAAC Customer Support Center at NITAACsupport@nih.gov. The request shall include:

1. The contractor CIO-SP3 Small Business contract number.
2. The existing team member name, DUNS, and its qualified Task Areas under the GWAC.
3. The proposing replacement team member including name and DUNS.
4. A copy of the new CTA agreement.
5. A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the GWAC.
6. The NIH Representations, Certifications, and Other Statements of Offers for the proposed new CTA member
7. The FAR 52.219-1 Small Business Program Representations certification for each proposed new CTA member.
8. A copy of the proposed new CTA member's most recent annual report, or if organized as a nonpublic corporation, the organization's most recent asset and liability report.
9. A copy of the proposed new CTA member's written travel policy that will govern any potential contract. If a proposed CTA member does not have a written travel policy, the offeror shall so state.

All proposed new CTA members are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The contract holder shall indicate if its proposed new CTA member has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

If the PCO determines that a FAR 9.601(1) CTA is proposing unacceptable replacements of existing team members that could adversely affect the ability of the CTA to continue to perform under the contract, the CTA may be subject to termination under the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable.

Article H.18 Gun Control

(Applicable to task orders funded by the NIH appropriated funds.)

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

Article H.19 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.20 Communications Materials and Services

(This article is not applicable to this contract; however, it is applicable to any NIH task order issued under this contract that involves the development, maintenance, and/or distribution of NIH

sponsored communication materials and/or services. These include websites, printed products, campaign materials, and products bearing federal marks, trademarks, and logos.)

To build and maintain public trust; promote credibility and consistency; minimize consistency and frustration; and contribute to efforts aimed at leveraging reduced resources and eliminating waste in Government, the Contractor shall ensure that all materials generated and/or services provided under this contract, comply with all applicable NIH policy and procedures published by the NIH Office of Management Assessment in conjunction with the NIH Office of Communications and Public Liaison as set forth below.

This acquisition requires the contractor to:

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

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

[ ] Use the NIH name and logo.

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

[ ] Create and/or Manage a Public Website which includes NIH hosted social media site(s), Web application(s) and mobile Web Site(s).

NIH Policy Manual Chapter 2804, "Public-Facing Web Management," is applicable to this contract. http://oma1.od.nih.gov/manualchapters/management/2804/.

[ ] Create and/or Manage an NIH Website that maintains and disseminates personal information.

NIH Policy Manual Chapter 2805, "NIH Web Privacy Policy," is applicable to this contract. http://oma1.od.nih.gov/manualchapters/management/2805/.

[ ] Create and/or Manage an NIH hosted and/or funded social media site(s), Web application(s) and mobile Web site(s).

NIH Policy Manual Chapter 2809, "NIH Social and New Media Policy," is applicable to this contract. http://oma1.od.nih.gov/manualchapters/management/2809/.

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

Article H.21 Emergency Task Order Procedures

Emergency work is defined as work of such an unusual or compelling nature that the NIH would suffer serious or irreparable damage if the work is not completed immediately. The Government reserves the right to award an emergency Task Order to any IDIQ contract holder related to this IDIQ.

Emergency work is received by the Government Call Center through the MS2000 system. The Contracting Officer Representative (COR) notifies the Contractor telephonically of the nature and the location of the emergency; and, the Contractor, upon receipt of a Contracting Officer's verbal

or written Notice to Proceed (NTP) shall mobilize without delay in response to such calls be on-site and ready to commence work at the designated time arranged by the COR.

Where the Contract is specifically directed to perform designated emergency work, the Contractor shall be entitled to add a surcharge to his standard (non-premium time) labor rates when work is performed outside of regular work hours. For emergency work outside normal work hours, the Contractor shall use the fixed labor rates for Evening/Weekend work as identified in the Fixed Labor Rate tables in Section B of the contract.

The COR will accompany the Contractor to inspect finished emergency Task Order work upon notification by the Contractor that work is complete before the Contractor is released.

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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: https://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	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)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Over the Simplified Acquisition Threshold)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards ($30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over $35,000)
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.]

FAR CLAUSE	DATE	TITLE
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over $750,000)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over $750,000)
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	Nov 2016	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.222-3	Jun 2003	Convict Labor
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Oct 2015	Equal Opportunity for Veterans ($150,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Feb 2016	Employment Reports on Veterans ($150,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Mar 2015	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	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

FAR CLAUSE	DATE	TITLE
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	May 2014	Interest (Over the Simplified Acquisition Threshold)
52.232-23	May 2014	Assignment of Claims
52.232-25	Jan 2017	Prompt Payment
52.232-33	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
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
52.244-6	Jun 2017	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 CLAUSE	DATE	TITLE
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.237-75	Dec 2015	Key Personnel

Article I.2 General Clauses for a Cost-Reimbursement 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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: https://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	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)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Over the Simplified Acquisition Threshold)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards ($30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over $35,000)
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 $750,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over $750,000)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over $750,000)
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions

FAR CLAUSE	**DATE**	**TITLE**
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
52.215-23	Oct 2009	Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)
52.216-7	Jun 2013	Allowable Cost and Payment
52.216-8	Jun 2011	Fixed Fee
52.219-8	Nov 2016	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.222-2	Jul 1990	Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Oct 2015	Equal Opportunity for Veterans ($150,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Feb 2016	Employment Reports on Veterans ($150,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Mar 2015	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	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
52.227-14	May 2014	Rights in Data – General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	May 2014	Interest (Over the Simplified Acquisition Threshold)

FAR CLAUSE	DATE	TITLE
52.232-20	Apr 1984	Limitation of Cost
52.232-23	May 2014	Assignment of Claims
52.232-25	Jul 2013	Prompt Payment, Alternate I (Feb 2002)
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, Alternate I (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2014	Penalties for Unallowable Costs (Over $700,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Oct 2010	Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)
52.244-5	Dec 1996	Competition in Subcontracting (Over the Simplified Acquisition Threshold)
52.244-6	Jun 2017	Subcontracts for Commercial Items
52.245-1	Jan 2017	Government Property
52.245-9	Apr 2012	Use and Charges
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-6	May 2004	Termination (Cost-Reimbursement)
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 CLAUSE	DATE	TITLE
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations

HHSAR CLAUSE	DATE	TITLE
352.227-70	Dec 2015	Publications and Publicity
352.233-71	Dec 2015	Litigation and Claims
352.237-75	Dec 2015	Key Personnel

Article I.3 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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: https://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	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)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Over the Simplified Acquisition Threshold)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards ($30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over $35,000)

FAR CLAUSE	**DATE**	**TITLE**
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 $750,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over $750,000)
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 $750,000)
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	Nov 2016	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.222-20	May 2014	Contracts For Materials, Supplies, Articles, and Equipment Exceeding $15,000
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Oct 2015	Equal Opportunity for Veterans ($150,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Feb 2016	Employment Reports on Veterans ($150,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Mar 2015	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	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

FAR CLAUSE	DATE	TITLE
		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	Jan 2017	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	Jun 2017	Subcontracts for Commercial Items
52.245-1	Jan 2017	Government Property
52.245-9	Apr 2012	Use and Charges
52.249-6	May 2004	Termination (Cost-Reimbursement), Alternate IV (Sep 1996)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

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

HHSAR CLAUSE	DATE	TITLE
352.203-70	Dec 2015	Anti-Lobbying

HHSAR CLAUSE	DATE	TITLE
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.233-71	Dec 2015	Litigation and Claims
352.237-75	Dec 2015	Key Personnel

Article I.4 Authorized Substitution of Clauses

ARTICLES I.1., I.2., or I.3 of this SECTION are hereby modified as follows, as appropriate:

(The following is for use in task orders for services involving the furnishing of supplies with a cost exceeding $25,000 but less than $202,000, ***except****, for Small Businesses (See FAR 25.401 for a complete list of exemptions). Additional information: 1) If the contract value is $25,000 or more but less than $50,000, this clause must be included with its Alternate I (May 2014). 2) If the contract is $50,000 or more but less than $77,494, this clause must be included with its Alternate II (May 2014). 3) If the contract value is $77,494 or more but is less than $100,000, this clause must be included with its Alternate III (May 2014).*

a. FAR Clause 52.225-1, Buy American Act--Supplies (May 2014) is deleted in its entirety and FAR Clause 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) is substituted therefore.

(The following is for use in task orders for supplies or services involving the furnishing of supplies with a cost valued at $202,000 or more, **if**, *the Trade Agreements Act applies. See FAR 25.401 and 25.403 for exceptions and applicability criteria.)*

b. FAR Clause 52.225-1, Buy American Act--Supplies (May 2014) is deleted in its entirety and FAR Clause 52.225-5, Trade Agreements (October 2016) is substituted therefore.

(The following is for use in task orders for fixed-price requirements when services ***and*** *supplies are to be furnished.)*

c. 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 therefore.

Article I.5 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 (Oct 2015).
2. FAR Clause 52.203-14, Display of Hotline Poster(s) (Oct 2015).

".....(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From"
HHS Contractor Code of Ethics and Business Conduct Poster	http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf

(The following clause is for use in task orders that require access to classified information under National Security Designations Level 2 (Confidential Or Secret), Level 3 (Top Secret), Or Level 4 (Special Access)).

3. FAR Clause 52.204-2, Security Requirements (August 1996).

(The following clause is for use in task orders when contract performance will require the Contractor to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. ***Note:*** *This clause should not be used when contractors require only intermittent access to Federally controlled facilities.)*

4. FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel (January 2011).

(The following clause is for use in task orders, but it is not applicable to task orders entirely funded by DoD or classified task orders.)

5. FAR Clause 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (October 2016).
6. FAR Clause 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (November 2015).

(The following clause only applies to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual orders, as applicable.)

7. FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items (Jan 2017), and Alternative I (Jan 2017), if applicable.
8. FAR Clause 52.216-18, Ordering (October 1995).

   "(a) ....Such orders may be issued from the date of award through 120 months thereafter."

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

   "(d) ...the Contractor shall not be required to make any deliveries under this contract 60 months following expiration of the GWAC ordering period."

(The following clause is for use in task orders when the inclusion of an option is appropriate.)

10. 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_____[INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]."

(The following clause is for use in task orders that include an option and it is necessary to include: 1) requirement that the government shall give the Contractor a preliminary written

notice of its intent to extend the contract; 2) a stipulation that an extension of the option; and/or, 3) a specified limitation on the total duration of the task order.)

11. 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_____[INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension."

    "c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed_____[MONTHS/YEARS]."

(The following clause is for use in task order that are set aside, or reserved for, or awarded on a sole source basis to HUBZone Small Business Concerns under FAR 19.1305 or 19.1306.)

12. FAR Clause 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (November 2011).

(The following clause is for use in task orders involving total small business set- asides or reserves.)

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

(The following clause is for use in task orders involving partial small business set- asides.)

14. FAR Clause 52.219-7, Notice of Partial Small Business Set-Aside (June 2003).

(The following clause is for use in task orders to notify offerors if a task order(s) is to be set aside for any of the Small Business concerns identified in FAR 19.000(a)(3).)

15. FAR Clause 52.219-13, Notice of Set-Aside of Orders (November 2011).

(The following clause is for use in task orders for, if any portion of the requirement is to be set aside or reserved for Small Business and the task order amount is expected to exceed $150,000.)

16. FAR Clause 52.219-14, Limitations on Subcontracting (November 2011).

(The following clause is for use in task orders set-aside or reserved for, or awarded on a sole source basis to, service-disabled veteran-owned small business concerns under FAR 19.1405 and 19.1406.)

17. FAR Clause 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (November 2011).

18. FAR Clause 52.219-28, Post-Award Small Business Program Rerepresentation (July 2013).

(The following clause is for use in task orders that are set-aside or reserved for economically disadvantaged women-owned small business concerns under FAR 19.1505(b)).

19. FAR Clause 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (December 2015).

(The following clause is for use in task orders that are set-aside or reserved for women-owned small business concerns under FAR 19.1505(c).)

20. FAR Clause 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (December 2015).

(The following clause is for use in task orders when the OCO may authorize the Contractor to acquire supplies and services from a government supply source).

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

(The following clause is for use in HHS task orders when a Cost-Reimbursement, Fixed-Price Level-of-Effort, Time-and-Material, or Labor-Hour contract is contemplated.)

22. HHSAR Clause 352.231-70, Salary Rate Limitation (December 2015)

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

See the following website for Executive Schedule rates of pay:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)

b. ADDITIONAL TASK ORDER CLAUSES:

1. OCOs may include additional agency or FAR clauses to task orders as applicable to the specific requirements.

Article I.6 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

(The following clause applies to this contract and task orders issued under the contract when the contractor or a subcontractor at any tier may have federal contract information residing in or transiting through its information system.)

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

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

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

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

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

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

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

b. Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

xii. Identify, report, and correct information and information system flaws in a timely manner.

xiii. Provide protection from malicious code at appropriate locations within organizational information systems.

xiv. Update malicious code protection mechanisms when new releases are available.

xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

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

(The following clause applies to the contract, if the offeror has checked "has" in paragraph (b) of the provision at 52.209-7, Information Regarding Responsibility Matters).

2. FAR Clause 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database (SAM) at https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and

request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than $250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract

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

(1) Any order for a single item in excess of $1,000,000.

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

(The following clause is applicable to any task order funded in whole or in part with Prevention and Public Health Fund (PPHF) Funds. This includes (but is not limited to) awarding or modifying orders against existing or new contracts issued under FAR Subparts 8.4 and 16.5 that will be funded with PPHF Funds.)

HHSAR Clause 352.204-70, Prevention and Public Health Fund--Reporting Requirements (December 2015).

(a) Pursuant to Public Law, this contract requires the contractor to provide products and/or services that are funded from the Prevention and Public Health Fund (PPHF), Public Law 111-148, sec. 4002. Section 220(a)(5) requires each contractor to report on its use of these funds under this contract. These reports will be made available to the public.

(b) Semi-annual reports from the Contractor for all work funded, in whole or in part, by the PPHF, are due no later than 20 days following the end of each six- month period. The six-month reporting periods are January through June and July through December. The first report is due no later than 20 days after the end of the six-month period following contract award. Subsequent reports are due no later than 20 days after the end of each reporting period. If applicable, the Contractor shall submit its final report for the remainder of the contract period no later than 20 days after the end of the reporting period in which the contract ended.

(c) The Contractor shall provide the following information in an electronic and 508 compliant format to the Contracting Officer.

(1) The Government contract and order number, as applicable.

(2) The amount of PPHF funds invoiced by the contractor for the reporting period and the cumulative amount invoiced for the contract or order period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in the reporting period.

(4) Program or project title, if any.

(5) The Contractor shall report any subcontract funded in whole or in part with PPHF funding, that is valued at $25,000 or more. The Contractor shall advise the subcontractor that the information will be made available to the public. The Contractor shall report:

i. Name and address of the subcontractor.

ii. Amount of the subcontract award.

iii. Date of the subcontract award.

iv. A description of the products or services (including construction) being provided under the subcontract.

(End of clause)

Article I.7 Additional Contract Clauses Applicable to Task Orders Set-Aside for HUBZone Small Business Concerns

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 PCO will make their full text available.

a. ADDITIONAL FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES – APPLICABLE FOR TASK ORDERS SET ASIDE FOR HUBZONE SAMLL BUSINESS CONCERNS

FAR CLAUSE	**DATE**	**TITLE**

52.219-3	Nov 2011	Notice of HUBZone Set-Aside or Sole Source Award

Article I.8 Additional Contract Clauses Applicable to Task Orders Set-Aside for Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns

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 PCO will make their full text available.

a. ADDITIONAL FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES – APPLICABLE FOR TASK ORDERS SET ASIDE FOR SDVOSBs

FAR CLAUSE	DATE	TITLE
52.219-27	Nov 2011	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside

Article I.9 Additional Contract Clauses Applicable to Task Orders Set-Aside for Section 8(a) Concerns

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 PCO will make their full text available.

a. ADDITIONAL FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES – APPLICABLE FOR TASK ORDERS SET-ASIDE FOR SECTION 8(a) CONCERNS

FAR CLAUSE	DATE	TITLE
52-219-11	Jan 2017	Special 8(a) Contract Conditions
52-219-12	Jan 2017	Special 8(a) Subcontract Conditions
52-219-17	Jan 2017	Section 8(a) Award
52-219-18	Jan 2017	Notification of Competition Limited to Eligible 8(a) Participants

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. Attachment J.1, Labor Rates

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. Annual Representations and Certifications completed and located at the System for Award Management (SAM), http//www.sam.gov.
2. HHS Representations & Certifications, submitted with the contractor's proposal.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered Start Printed Page 42679telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.,* connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.,* microwave) or wired (*e.g.,* fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.,* connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.,* voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered

telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)