

Contract

SECTION A - CONTRACT FORM

TABLE OF CONTENTS

PART I - THE SCHEDULE	
SECTION A - CONTRACT FORM	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5
SECTION D - PACKAGING, MARKING AND SHIPPING	12
SECTION E - INSPECTION AND ACCEPTANCE	13
SECTION F - DELIVERIES OR PERFORMANCE	14
SECTION G - CONTRACT ADMINISTRATION DATA	16
SECTION H - SPECIAL CONTRACT REQUIREMENTS	22
PART II - CONTRACT CLAUSES	39
SECTION I - CONTRACT CLAUSES	39
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	46
SECTION J - LIST OF ATTACHMENTS	46
PART IV - REPRESENTATIONS AND INSTRUCTIONS	47
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	47

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The National Institutes of Health (NIH), Office of Logistics and Acquisitions Operations (OLA) awarded, multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for acquiring a wide range of conference, administrative, and travel support (domestic and international) services for the NIH and other Federal agencies. The contractor shall provide all the necessary services, qualified personnel, facilities and funding needed to perform the Statement of Work (SOW). The NIHCATS III contracts shall provide customers with a shortened response time and reasonable rates through the use of task orders. The geographic scope of this contract includes the United States and abroad.

ARTICLE B.2. PRICES/COST

This final contract contains the price/cost provisions agreed upon by the Government and the Contractor. The agreed upon fully burdened hourly labor rates for the base year and four (4) option years can be found in the table below. **Fully-burdened labor rates** include all direct, indirect, general and administrative costs, fringe benefits, and profit associated with providing the required skill.

	Labor Categories	Base Year Rates	Option Year 1 Rates	Option Year 2 Rates	Option Year 3 Rates	Option Year 4 Rates
1	Project Manager					
2	Assistant Project Manager					
3	Administrative Assistant					
4	Web Project Manager					
5	Web Designer					
6	Web Software Developer					
7	Web Content Administrator					
8	Interpreter					
9	Tour Guide / Escort					
10	Statistician					
11	Evaluation Specialist					
12	Audio / Visual Coordinator					
13	Logistical / Technical Support Specialist					
14	Conference Management Director					
15	Graphic Artist					
16	Scientific Writer					
17	Senior Writer					
18	Junior Writer					
19	Subject Matter Expert					

ARTICLE B.3. MULTIPLE AWARD IDIQ

- a. This is a Multiple Award Indefinite Delivery Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$250 (minimum) nor more than a total of \$100,000,000 (maximum) for successful performance of this contract.
- b. Anticipated types of task orders will be Firm Fixed Price (FFP), Time & Materials (T&M), or a hybrid of FFP and T&M.

- c. The costs set forth in this ARTICLE will cover the base contract period plus four (4) option years.
- d. The Government will compete, and award Task Orders based on the work described in SECTION C of this contract.
- e. Ordering procedures are described in the TASK ORDER PROCEDURE Article in SECTION G.3 of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the services required in the Statement of Work.
- b. The applicable Privacy Act System of Records Number will be specified and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Contracting Officer's Representative (COR).

C.1.1 Introduction

The National Institutes of Health (NIH), Office of Logistics and Acquisitions Operations (OLAO), awarded multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for acquiring a wide range of conference, administrative, and travel support (domestic and international) services for the NIH and other Federal agencies. The Contractor shall provide all the necessary services, qualified personnel, facilities and financial capability needed to perform the services required in this Statement of Work (SOW). The NIHCATS III contracts will provide customers with improved response time and equitable and reasonable rates. The geographic scope of this requirement includes the United States and abroad.

C.1.2 Scope

This contract is intended to cover a broad range of services including support for Meetings and Conferences, and related Travel, Documentation, Administrative support, and Website Design, Development, and Maintenance and any other activities supporting meetings and conferences. Task Orders with specific requirements will be issued against these IDIQ contracts. Contractors shall have the ability to operate and provide support for attendees at remote locations worldwide.

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract offering Firm Fixed Price (FFP), Time and Materials (T&M), or a hybrid of FFP and T&M type task orders. These contracts will be used primarily by the NIH but are available to other Federal agencies as well.

This SOW outlines the general services to be provided by contractors under NIHCATS III. Specific details of task assignments, deliverables, documentation, applicable government/department standards, and other supporting information, will be provided at the task order level. Below are the task areas for this contract and examples of the types of services that may be obtained under each task area.

One Task Order may be comprised of one or more task areas.

C.1.2.1 Contract and Task Order Management

Contract and task order management is a mandatory element for all task orders placed under the NIHCATS III contracts. The objective of contract and task order management is to provide the program management, project control, and contract administration necessary to manage a high volume of task orders for a large, diversified team so that services, cost, schedule and quality requirements of each task order are tracked, communicated to the government, and ultimately attained. The application of expertise on processes and metrics that support task order management is encouraged to achieve quicker access, improved accuracy, and enhanced accessibility for contractors/clients, and also facilitate real-time monitoring of status/deliverables, tracking the quality of support service and gauging overall customer satisfaction.

C.1.3 Task Areas

The task areas to be authorized by Task Orders based on Government need are described below:

C.1.3.1 Travel Support (Task Area 1)

The objective of the travel support task is to arrange and provide for travel (domestic and international) assistance for program participants, escort services, translation and preparation of program documents, accommodations, subsistence allowances for participants, and varied assistance at workshops and conferences. Contractors must have the ability to operate and provide support for personnel in remote locations worldwide.

A non-exhaustive list of examples of the type of work to be performed under this task area are:

- a) Develop detailed travel itineraries.
- b) Provide guidance and assistance to U.S. and foreign travelers in obtaining passports and/or visas.
- c) Provide simple/complex domestic and international travel arrangements.
- d) Provide prepaid tickets in advance of travel.

Purchase economy class (or business or first class if specified by the Contracting Officer's Representative (COR)) air fare or other tickets for domestic or international travel. The purchase of other than economy fares is restricted unless authorized by the Institute/Center Director or higher-level authority with a written justification to ensure compliance with Federal Regulations.

- e) Provide attendees with knowledge of the Federal Government's travel rules and regulations.
- f) Purchase and arrange ground transportation as required (e.g., taxi cabs, shuttle service, limousine service, rental car, etc.). The contractor must be able to provide rapid response to changes in programs and unanticipated events. Response time may be less than one-hour notice for a transportation need.
- g) Arrange hotel or other lodging accommodations, in the United States and abroad.

All accommodations should be of moderate to above-average facilities. In those instances when the visitor is to remain at a location on travel status for an extended period of time, the contractor shall recommend and/or obtain suitable lodging in the form of a furnished house, apartment, university housing, etc. The contractor shall consider convenience of location in terms of commuting, safety, and cost effectiveness. In most instances, the contractor shall pay lodging costs directly to hotel or lessor in advance or as identified in the Task Order. Late arrivals must be guaranteed.

- h) Pre-pay appropriate subsistence allowance as specified by the COR.
- i) Make direct contact with the host and/or traveler to ensure that all arrangements are mutually understood concerning arrival times, accommodations, addresses, official functions, special events, and any other special information that impacts the visit. All such arrangements must be approved and confirmed by the COR.
- j) Provide the U.S. traveler or visitor, host, and COR with a typed day-to-day itinerary listing accommodations with addresses and telephone numbers; dates and times of appointments with addresses and telephone numbers; field representative (escort) names, emails and telephone numbers; program coordinator's name, email and home and office telephone numbers; ground transportation arrangements; air travel schedules indicating flight times, airlines, and airports; information regarding invitations, conferences participants orientation plans, special functions, general travel tips, and emergency points of contact information for all participants and attendees.
- k) Provide reimbursement upon receipt of expense statement for:
 - Charges for storing baggage and equipment not required during portions of traveler's trip in baggage rooms or terminal lockers.
 - Charges for local and long-distance telephone calls concerning official business only.

- Passport and visa fees, costs of passport and visa photographs, fees for affidavits, charges for required inoculations, etc.
- Fees for entry into foreign countries, port taxes, etc., and all other allowable travel costs and expenses incurred as authorized by Federal Government Travel Regulations and Agency Policies and Procedures.
- Written instructions for expense statements shall be prepared by the contractor and shall be provided to the traveler and the Task Order COR.

l) Provide highly skilled interpreters who provide simultaneous foreign language interpretation. However, due to complexity, special provisions may be required at the task order level. When an interpreter has been assigned to a delegation, the interpreter also acts as an escort during the entire duration at all times and will require travel arrangements, per diem, and lodging at the same level and rate as the foreign visitors. Travel to a remote location may be required at a short notice. The contractor shall be responsible for making these arrangements.

m) Provide escort services. Services of a multi-lingual escort may be necessary as directed by Task Order requirements. When requested by the Task Order COR, a field representative (escort) shall meet a foreign visitor upon arrival at a port of entry. Services provided by this escort shall include, but not be limited to, the following:

- Assist with customs, immigration concerns, and luggage.
- Assist with connecting flight, if the visitor is not staying in the city of entry.
- Accompany the visitor to the hotel, assist with check-in procedures and alert hotel staff regarding any special accommodations.
- Assist in all financial arrangements including pre-payments and explain all subsistence procedures.
- Review itinerary with the visitor and determine if there are any concerns or problems that require immediate attention. Notify Task Order COR and resolve problems as deemed necessary and in an expeditious manner or specified time frame.
- Provide orientation of surroundings, including personal care requirements, area restaurants, and public transportation.
- Provide orientation regarding American culture, i.e., customs, colloquialisms, and trends.
- Be available at all times during a visitor's stay to accompany him/her to meetings, conferences, and appointments and to provide for all necessary changes in itinerary and other changes as visit progresses.
- Assist with check-out procedures prior to departure and verify that all incidentals are paid and cleared and that the bill is handled in accordance with the hotel reservations and rules.
- Confirm return air reservations with airlines and traveler.

C.1.3.2 Meeting and Conference Support (Task Area 2)

The contractor shall provide logistical support for conferences, meetings, seminars, and workshops held in the United States and abroad. The contractor shall also provide support for the writing, production, and distribution of conference materials.

A non-exhaustive list of examples of the type of work to be performed under this task area are:

- a) Analyze conference center agreements.
- b) Analyze hotel agreements.

- c) Design and develop meeting website, graphics, etc.
- d) Design registration and abstract submission forms.
- e) Facilitate online abstract review process.
- f) Provide on-site coordination, registration, logistical, and technical support.
- g) Prepare post conference summary.
- h) Provide status reports (progress, budget, etc.).
- i) Perform a site search in an effort to secure adequate and appropriate housing for conference participants.
- j) Provide meeting rooms, audio visual equipment, supplies, and services incidental to the conduct of conferences.
- k) Prepare and distribute invitations.
- l) Coordinate registration fees and pre-conference distributions, with the ability to handle online registrations.
- m) Establish message centers.
- n) Provide evaluation and statistical analysis support.
- o) Record and transcribe proceedings.
- p) Provide and operate audiovisual equipment.
- q) Provide simultaneous foreign language interpreters as requested with an immediate response time.
- r) Provide coordination and implementation of third party participation as requested at the task order level.
- s) Provide collection management of third party payment*.

Note: The contractor shall pay all upfront charges (e.g., the contractor will be responsible for funding the reservation of conference space, and/or hotel accommodations after the required approvals have been obtained.)

This task area prohibits and restricts the use of any meals for Federal Government employees (See effective Efficient Spending Policy <https://oamp.od.nih.gov/news/NIH-efficient-spending-policy>)

For the asterisked (*) items of this Task Area, collection of third party payments can only be performed in accordance with the Task Order IC/Agency policies, procedures and authority. All IC/Agency approvals must be obtained prior to the collection of third party payments.

The Task Order COR shall be provided an expense report between the contractor and recipient for all upfront charges. This report is to be provided to the Task Order COR within thirty (30) days of each transaction. The report will be reviewed and filed in the task order file for audit and review purposes. The expense report must include documentation that was forwarded to the IC, higher level officials or Agency Director for approval for the upfront charges. This documentation must be divided into four parts, 1) Issue, 2) Discussion, 3) Recommendation, and 4) Decision. The individual agency's task orders must provide additional information on responsibility for payment. The report must include the recipient's name, date received, funding distribution copy, invoice date and number and the amount of the task order.

The contractor is required to pay for all appropriate services in a timely manner in accordance with regulations.

Definitions:

HHS "local travel area" - When a temporary duty site is outside of the "official duty station" area (see below), but within the vicinity surrounding it; and the site is a minimum driving distance of less than 50 miles, by the most direct route, from the employee's office/permanent duty station, the site is considered to be a part of the "local travel area".

"Official duty station" - The corporate limits of the city or town in which the employee's office/permanent duty station is situated.

(See NIH Manual Issuance 1500-06-01 - Per Diem Allowances in the Local Travel Area)

C.1.3.3 Documentation Support (Task Area 3)

The contractor shall provide documentation services in support of meetings, conferences, seminars, and workshops held in the United States and abroad.

A non-exhaustive list of examples of the type of work to be performed under this task area are:

- a) Prepare materials for distribution prior to the conference, which may include briefing materials, spreadsheets, power point presentations, preliminary agenda, travel and hotel data, and instructions concerning financial arrangements.
- b) Prepare materials for distribution at the conference, which may include the final agenda, list of participants, notices of special functions, name badges, reference materials, program booklets negotiated contracts (hotels, interpreter, transportation, etc.).
- c) Assist with preparation of program documentation. Program documentation ranges from simple agendas, negotiation documents, progress reports, summary reports of meetings to bilingual briefing books containing proceedings of working meetings and background biographical data on program participants.
- d) Provide services such as creating docs, collating, editing, reproduction, and delivery and mailings.
- e) Assist with preparation of abstract papers and/or publication of proceedings.
- f) Arrange for translation of documents, negotiate contracts for translators, English and foreign languages as well as verification of accuracy and equivalency in translation.

C.1.3.4 Administrative Support (Task Area 4)

The objective of the administrative support task is to provide services in direct support of conferences and meetings to assist the scientific program staff and other government agencies in accomplishing a variety of research and administrative responsibilities. This contract will not be used for temporary services or unrelated administrative support services. All services are to be in direct support of conferences or meetings.

A non-exhaustive list of examples of the type of work to be performed under this task area are:

- a) Provide administrative support for conferences.
- b) Provide administrative support for workshops.
- c) Provide administrative support for symposiums.
- d) Provide administrative support for focus groups.
- e) Provide administrative support for scientific meetings.
- f) Provide administrative support for site visits.
- g) Perform editing and publishing of newsletters, brochures, and pamphlets.
- h) Design graphics for newsletters, invitations, brochures, pamphlets, etc.
- i) Assist with the distribution of letters, documents, or other materials by e-mail, FAX, postal service, or courier service.

C.1.3.5 Website Design, Development, and Maintenance Support/Internet Support (Task Area 5)

The Contractor shall provide Internet and Intranet support. The contractor will provide initial design, development, management, and conduct usability testing to evaluate effectiveness and ease of use of the website. This task area shall only be used in support of a conference, meeting, focus groups, etc.

A non-exhaustive list of examples of the type of work to be performed under this task area are:

- a) Design, develop, and maintain websites on the Internet, as required.
- b) Work with the Task Order COR to determine any IT security violations, the site content, site concept, target audience, site goals and ideas for conference and meeting presentations.
- c) Provide text and graphic design/conversion for conference and meeting support only.
- d) Use documents/graphics provided by NIH and other Federal agencies or write or edit new documents/graphics for inclusion on the sites. All new documents shall be edited and proofread by editorial staff to ensure the highest quality control.
- e) Create new art, integrated into sites using HTML (hypertext markup language), record and digitalize audio, and program and integrate databases for the design.
- f) Convert images, audio, or video as requested for services that require databases. Work with the Web Site Manager/Task Order COR to design databases. (The Contractor shall be able to use current technology to make it platform independent such as creating databases, JAVA and CGI scripts, and templates or cascading style sheets to create or redesign web pages. The Contractor shall keep up-to-date and apply new technologies to the websites when these features are available to all browsers.
- g) Provide technical support for site maintenance and tracking. This shall include validation of code and links; testing site on the most frequently used browsers and various platforms; publicity of site through search engines and metatags; and tracking of site usage and accessibility with daily user statistics and online surveys.

NOTE: ALL OF THE ABOVE SERVICES SHALL BE USED ONLY IN DIRECT SUPPORT OF CONFERENCE AND MEETING SERVICES (RELATING TO TASK AREA 2)

C.1.4 - Additional Requirement

This contract will require frequent communication and interaction between the Contractor and the COR.

1. Individual task orders may require a specified level of close and continuous communication. Task orders may require a specific Project Manager for the period of performance who will serve as the principal point of contact to the Government and who shall be the individual held responsible for production and oversight of all reports and plans, for the direct supervision and coordination of project staff and consultants, for issuing work assignments, for monitoring the progress of this Task Order and provision of deliverables, and for maintaining cost control.
2. Contractors shall provide plans to ensure that no confidential or proprietary information recorded via notes, media or transcript during the conduct of a closed meeting or closed meeting session will be kept in files open to the public nor shall be accessible to anyone, but those contracted employees directly engaged in the project. Plans shall include the disposition of finalized hardcopy and/or media containing finalized summaries, minutes, reports, etc. For some specific meetings where such information is disclosed, the subsequent Contractor may be required to sign a confidentiality agreement. Any such form will be identical to that which is concurrently signed by the Government.
3. Materials produced by the Contractor shall not exceed the limitations imposed by the "Government Printing and Binding Regulations" published by the Joint Committee on Printing, Congress of the United States. The limitation is 5,000 reproductions of any page; documents consisting of multiple pages may not exceed an aggregate of 25,000 production units. In cases where quantities do exceed this limitation, the NIH will provide the Contractor with the required materials for distribution.

4. The nature of the NIHCATS III contract vehicle requires that payment be made upfront for costs such as reservation fees, deposits, and the like for hotel rooms and space, airline tickets, transportations costs, etc. The small business contractors awarded an IDIQ contract under NIHCATS III are required to pay the costs and expenses related to performing the services required by a task order statement of work and invoicing the Government for those costs afterward. Due to this aspect of the contract vehicle, it is important that the small businesses are financially sound and have the available funds to cover these upfront costs.

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format.

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

a. Technical Progress Reports

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required. These reports will provide descriptive information about the activities undertaken during the reporting period and information about planned activities for future reporting periods. *[Note: Beginning May 25, 2008, the Contractor shall include the applicable PubMed Central or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

It is estimated that in addition to the required electronic version(s) no hard copies of these reports will be required as follows:

- Monthly
- Quarterly
- Semi-Annually
- Annually
- Annually (with a requirement for a Draft Annual Report)
- Final - Upon final completion of the contract
- Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2. Summary of Salient Results

The Contractor shall prepare and submit, with the final report, a summary (not to exceed 5 pages) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

b. Other Reports/Deliverables (as required at the task order level)

1. Information Security and Physical Access Reporting Requirements

The Contractor shall submit the following reports as required by the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract. This requirement applies at the task order level.

2. Section 508 Annual Report

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

SECTION D - PACKAGING, MARKING AND SHIPPING

ARTICLE D.1. 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

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

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The anticipated period of performance of the base contract shall be for one year from date of contract award.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Option 1	One year from end of Base Year
Option 2	One year from end of Option Year 1
Option 3	One year from end of Option Year 2
Option 4	One year from end of Option Year 3

ARTICLE F.2. DELIVERIES

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

Addresses/addressees will be identified at the task order level.

- d. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above Mondays through Fridays (excluding Federal Holidays) between the hours of 8:30 a.m. and 5:30 p.m. EST only. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.
- e. Essential contractor personnel will be identified at the Task order level.
- f. In the event of a Government shutdown, orderly shutdown procedures will be handled at the Task Order level.
- g. During a U.S. Department of Homeland Security Threat Advisory RED situation all deliveries will be cancelled.
- h. For inclement weather closings, the Contractor shall follow Office of Personnel Management guidance at the following: <http://www.opm.gov/status/>.

ARTICLE F.3. TIME OF DELIVERY

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

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

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full

text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far> .

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

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

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

52.211-11, Liquidated Damages--Supplies, Services or Research and Development (September 2000).

"(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages to be determined at the task order level."

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

To be specified prior to award

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

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

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

The Government may unilaterally change its COR designation.

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

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

(End of Clause)

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

Name	Title
	Program Manager
	Deputy Program Manager

ARTICLE G.3. TASK ORDER PROCEDURE

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

a. General

Only a duly warranted Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

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

Please note that possible minor modifications may be made to the ordering process in writing.

b. Requesting Task Order Proposals.

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors in writing. A Task Order Request for Proposals (TORP) will be prepared and issued for each task order requirement.

Generally, the Task Order Request for Proposal (TORP) will include but is not limited to the following:

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

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

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

c. Competitive Ordering Process.

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

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

d. Evaluation and Award of Task Order Proposals

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

Upon completion of evaluations, the Contracting Officer will issue a task order to the Contractor whose proposal is most advantageous to the government

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

e. Fair Opportunity

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

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

ARTICLE G.4. INVOICE SUBMISSION

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

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

a. The original invoice shall be submitted to the following **designated billing office:**

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

b. One copy of the invoice shall be submitted to the following **approving official:**

Task Order Contracting Officer
TBD at the task order level

_____ Room ____
_____ MSC ____
_____ - ____

e-mail:

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

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

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

- 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)

ARTICLE G.6. GOVERNMENT PROPERTY

If this contract will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the task order preaward negotiation process, the acquisition of property (other than real property), 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_g_hhs_contracting_guide.pdf.

ARTICLE G.7. ON-SITE CONTRACTOR ACCESS TO GOVERNMENT PROPERTY

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

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

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

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

ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

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

b. Electronic Access to Contractor Performance Evaluations

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

<http://www.cpars.gov>

ARTICLE G.9. TRAVEL COSTS - COMMERCIAL

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed

by Contractor, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any task order awarded under this contract shall be in accordance with FAR 31.205-46.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. NEEDLE EXCHANGE, HHSAR 352.270-12 (December 2015)

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

(End of clause)

ARTICLE H.3. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

ARTICLE H.4. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

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

ARTICLE H.5. PRIVACY ACT, HHSAR 352.224-70 (December 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in CFR 45 part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [5 U.S.C. 552a(m)(1)]. The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

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

The Privacy Act System of Records applicable to this project is Number 09-25-0036. This document is incorporated into this contract as Attachment 14. This document is also available at: <http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm>.

ARTICLE H.6. OMB CLEARANCE

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

ARTICLE H.7. 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.8. GUN CONTROL

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

ARTICLE H.9. CERTIFICATION OF FILING AND PAYMENT OF TAXES

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

ARTICLE H.10. OPTION PROVISION

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

ARTICLE H.11. INFORMATION AND PHYSICAL ACCESS SECURITY

A. HHS-Controlled Facilities and Information Systems Security

- a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
- b. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:
 1. HHS-OCIO Information Systems Security and Privacy Policy (<http://www.hhs.gov/ocio/policy/#Security>)
 2. HHS HSPD-12 Policy Document, v. 2.0 (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>)
 3. Information regarding background checks/badges (<http://idbadge.nih.gov/background/index.asp>)

c. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels: **The appropriate Level will be determined at the Task Order Level**

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

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

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

- d. The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions - i.e., those above non-sensitive, require more extensive documentation and investigation.

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access and/or maintain a Federal Information System(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.

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.

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.

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.

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

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

B. Standard for Security Configurations

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

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

- b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply: Configuration requirements will be at the task order level.
- c. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings - see <http://scap.nist.gov/validation>. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.
- d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- f. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (<http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.
- g. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

C. Standard for Encryption language

- a. The Contractor shall use Federal Information Processing Standard (FIPS) 140-2-compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).
- b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/groups/STM/cmvp/>) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.
- c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf>).
- d. The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

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

D. Security Requirements For Federal Information Technology Resources

- a. **Applicability.** This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and related resources. This clause does not apply to national security systems as defined in FISMA.
- b. **Contractor responsibilities.** The Contractor is responsible for the following:
 - 1. Protecting Federal information and Federal information systems in order to ensure their -
 - a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
 - b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
 - c. Availability, which means ensuring timely and reliable access to and use of information.
 - 2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.
 - 3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this

contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

- c. **Contractor security deliverables.** In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:
1. **IT Security Plan (IT-SP)** - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.
 - a. The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:
 - i. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.
 - ii. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/ PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.
 - iii. HHS-OCIO Information Systems Security and Privacy Policy.
 2. **IT Risk Assessment (IT-RA)** - due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.
 3. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** - due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.
 4. **IT Security Certification and Accreditation (IT-SC&A)** - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

- a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.
- b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:
 - i. Annual testing of the system contingency plan; and
 - ii. The performance of security control testing and evaluation.
- d. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.
- e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.
- f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.
- g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -
 - a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
 - b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.
- h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.
- i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.
- k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

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

E. Electronic and Information Technology Accessibility, HHSAR 352.239-74 (December 18, 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 are identified in the Statement of Work or Specification or Performance Work Statement. 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 website: (<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)

F. Section 508 accessibility standards for HHS Web Site Content and Communications Materials

Regardless of format, all Web content or communications materials specifically produced for publication on, or delivery via, HHS Web sites, including text, audio, or video, under this contract shall conform to applicable Section 508 accessibility standards. Remediation of any materials that do not comply with the applicable accessibility standards of 36 CFR Part 1194 as set forth herein shall be the responsibility of the Contractor.

G. Additional NIH Requirements

- 1. SECURITY CATEGORIZATION OF FEDERAL INFORMATION AND INFORMATION SYSTEMS (FIPS 199 Assessment)**

a. Information Type:

Administrative, Management and Support Information: Security

Categorization will be determined at the task order level.

Mission Based Information:

Security Categorization will be determined at the task order level.

b. Security Categories and Levels: The appropriate Level will be determined at the Task Order Level

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

c. The contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor's assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.

2. INFORMATION SECURITY TRAINING

The contractor shall comply with the below training:

a. Mandatory Training

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

b. Role-based Training

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

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

c. Rules of Behavior

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

3. PERSONNEL SECURITY RESPONSIBILITIES

The contractor shall comply with the below personnel security responsibilities:

- a. The Contractor shall notify the Contracting officer and the COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.
- b. **New contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.
- c. **Departing contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf>) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.
- d. **Commitment to Protect Non-Public Departmental Information and Data.**

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

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

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

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

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

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

5. VULNERABILITY SCANNING REQUIREMENTS

This acquisition requires the Contractor to host an NIH webpage or database. The Contractor shall conduct periodic and special vulnerability scans, and install software/hardware patches and upgrades to protect automated federal information assets. The minimum requirement shall be to protect against vulnerabilities identified on the SANS Top-20 Internet Security Attack Targets list (<http://www.sans.org/top20/?ref=3706#w1>). The Contractor shall report the results of these scans to the Project Officer/COR on a monthly basis, with reports due 10 calendar days following the end of each reporting period. The Contractor shall ensure that all of its subcontractors (at all tiers), where applicable, comply with the above requirements.

ARTICLE H.12. COMMUNICATIONS MATERIALS AND SERVICES

To build and maintain public trust; promote credibility and consistency; minimize inconsistency 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 may require the contractor to perform one or more of the following at the task order level:

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

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

[X] Use the NIH name and logo.

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

[X] 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/>.

[X] 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/>.

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

ARTICLE H.13. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

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

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

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

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

ARTICLE H.14. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

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

ARTICLE H.15. CONTRACTOR'S USE OF LIBRARY RESOURCES AT NIH

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

ARTICLE H.16. CONFIDENTIALITY OF INFORMATION

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

The following information is covered by this article:

TBD at the task order level (statement of work)

ARTICLE H.17. 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.

[The appropriate individual will be included in the resultant contract as follows:]

For R&D Contracts:	For Non R&D Contracts:
Dr. Sherry Mills	Dr. Richard G. Wyatt
NIH Competition Advocate	NIH Competition Advocate
6705 Rockledge Drive, Suite 305	1 Center Drive, Room 160, MSC 0151
Bethesda, MD 20892	Bethesda, MD 20892-0151
Phone: (301) 435-2687	Phone: (301) 496-4920
E-mail: sherry.mills@nih.gov	E-mail: WyattRG@mail.nih.gov

ARTICLE H.18. 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.19. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

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

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

ARTICLE H.20. CONSTITUTION DAY

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

ARTICLE H.21. USE OF FUNDS FOR CONFERENCES, MEETINGS AND FOOD

The Contractor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this contract without prior written Contracting Officer approval.

In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

ARTICLE H.22. REGISTRATION FEES FOR CONFERENCES, WORKSHOPS AND MEETINGS

A Non-Federal entity co-sponsoring a conference with an Institute/Center (IC) under a contract may charge and collect a registration fee from all participants for the purpose of defraying its portion of the expenses of the conference. Under these circumstances, the Contractor shall document that the registration fees associated with the event are being charged, collected and used solely by the co-sponsor.

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

In addition, prior to each conference, the Contractor shall provide the following information and documentation to the Contracting Officer's Representative (COR) and Contracting Officer:

1. Co-sponsor's name
2. Conference name, location, dates, times
3. copy of the agenda
4. A completed 'Contractor Pre-Conference Expense Offset Worksheet' (Attachment 18).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment 18) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the Contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury. If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

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

ARTICLE H.23. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

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

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

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment 18) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment 18) to the COR and Contracting Officer.

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

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

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

ARTICLE H.24. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

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

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

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

See the policy announcement for additional details and definitions at:
<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

ARTICLE H.25. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags

that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

ARTICLE H.26. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

ARTICLE H.27. PROMOTING EFFICIENT SPENDING

On September 21, 2011, the Office of Management and Budget issued [Memorandum M-11-35](#), entitled, "Eliminating Conference Spending and Promoting Efficiency in Government," emphasizing the President's priority to ensure that the Government operates with the utmost efficiency and eliminates unnecessary or wasteful spending. This was followed by the Executive Order on Delivering an Efficient, Effective, and

Accountable Government (EO 13576) and the Executive Order on Promoting Efficient Spending (EO 13589).

On January 3, 2012, the Department of Health and Human Services (DHHS) issued the memorandum

"HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing, and Publications" (See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>).

In support of these directives, the NIH issued a January 30, 2012, Memorandum, entitled, "NIH Guidance

Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications." (See <https://oamp.od.nih.gov/news/NIH-efficient-spending-policy>)

Any contract awarded will:

- Specifically prohibit the use of contract funds for the provision of food for meals, light refreshments and beverages for any NIH funded meeting or conference; and
- Limit the procurement of meeting space, promotional items, printing and publications.

ARTICLE H.28. OFF RAMP OF CONTRACTORS

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

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

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

ARTICLE H.29. RAMP ON OF CONTRACTORS

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

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

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

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

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

The complete listing of these clauses may be accessed at:

<https://oamp.od.nih.gov/DGS/reference-material-prospective-offerors-and-contractors>

General clauses for a Negotiated Fixed-Price Service Contract and a Time and Material or a Labor Hour Contract may be found as Attachments in Section J.

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT

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

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

- a. **Alternate I** (March 2009) of FAR Clause **52.215-2, Audit and Records--Negotiation** (October 2010) is added.
- b. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (January 2017), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- c. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.
- d. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013), is deleted in its entirety, and FAR Clause **52.229-6, Taxes--Foreign Fixed-Price Contracts** (February 2013) is substituted therefor.
- e. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (January 2017) is deleted.
- f. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
- g. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.
- h. FAR Clause **52.249-8, Default (Fixed-Price Supply and Service)** (April 1984) is applicable to this contract.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations.

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

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

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).

2. FAR Clause **52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (June 2010).

3. FAR Clause **52.203-16, Preventing Personal Conflicts of Interest** (December 2011).

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

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

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

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

6. FAR Clause **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (October 2016).

7. FAR Clause **52.209-10, Prohibition on Contracting with Inverted Domestic Corporations** (November 2015).

8. 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 60 days.

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

Alternate I (November 2011) is not applicable to this contract.

Alternate II (November 2011) is not applicable to this contract.

10. FAR Clause **52.219-14, Limitations on Subcontracting** (Jan 2017).

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

12. FAR Clause **52.222-29, Notification of Visa Denial** (April 2015).

13. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011).

Alternate I (May 2011) is not applicable to this contract.

Alternate II (May 2011) is not applicable to this contract.

14. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).
15. FAR Clause **52.224-2, Privacy Act** (April 1984).
16. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
17. FAR Clause **52.228-5, Insurance - Work on a Government Installation** (January 1997).
18. FAR Clause **52.232-18, Availability of Funds** (April 1984).
19. FAR Clause **52.237-2, Protection of Government Buildings, Equipment and Vegetation** (April 1984).
20. FAR Clause **52.237-3, Continuity of Services** (January 1991).
21. **Alternate I** (April 2012), FAR Clause **52.245-1, Government Property** (January 2017).
22. FAR Clause **52.245-9, Use and Charges** (April 2012).
23. FAR Clause **52.246-25 Limitation of Liability-Services** (February 1997).
24. FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (June 2003).
25. FAR Clause **52.251-1, Government Supply Sources** (April 2012).

HHSAR Clauses

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

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

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

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

5. HHSAR Clause **352.233-70, Choice of Law (Overseas)** (December 2015)

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

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations.

This contract incorporates the following clauses in full text.

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

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

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

- a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management (SAM) database at <http://www.acquisition.gov>.*
- b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS 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 FAPIS 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 FAPIS 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 FAPIS 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 FAPIS.*
 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)

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

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

(End of clause)

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 \$250.00, 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 \$100,000,000.
 2. Any order for a combination of items in excess of \$100,000,000; or
 3. A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

- a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 365 days after expiration of the Contract.

(End of clause)

5. 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this contract: **If you are having trouble just clicking and opening the documents, please copy the entire URL and paste in your browser.**

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	NIHCATS III Labor Category Descriptions	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/LABOR_CATEGORY_DESCRIPTIONS.pdf
Attachment 2:	General Clauses a Time and Materials and a Labor Hour Contract	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/General_Clauses_Time_and_Materials.pdf
Attachment 3:	General Clauses a Negotiated Fixed-Price Service Contract	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/General_Clauses_Fixed_Price_Negotiated_Contract.pdf
Attachment 4:	Invoice Instructions for NIH Fixed Price Contracts NIH(RC)-2	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/Invoice_Instructions_Fixed_Price_rc2_508.pdf
Attachment 5:	Privacy Act System of Records	https://oma.od.nih.gov/public/MS/privacy/PFiles/read02systems.htm
Attachment 6:	Government Property Schedule	To be determined during negotiations at the task order level. https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/NIHCATS_III_gfp.pdf
Attachment 7:	Roster of Employees Requiring Suitability Investigations	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/SuitabilityRoster.xlsx
Attachment 8:	Employee Separation Checklist	https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/Emp_sep_checklist.pdf
Attachment 9:	Conference Expense Offset Worksheets	A. Contractor Pre-Conference Expense Offset Worksheet, 1 page. Located at: https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/Pre-Conf-worksheet.pdf B. Post Conference Expense Offset Worksheet, 2 pages. Located at: https://nihcatsii.olao.od.nih.gov/NIHCATS_III_Attachments/Post-Conf-worksheet.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

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

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

(End of clause)

END of the SCHEDULE

(CONTRACT)