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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The National Institutes of Health (NIH), Office of Logistics and Acquisition Operations (OLAO), through this procurement intends to award 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, the Department of Health and Human Services (HHS) Operating Divisions (OPDIVS) and on a case-by-case basis, 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). Through this procurement, the NIHCATS IV 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.

[Offeror's pricing table]

ARTICLE B.2. PRICES/COSTS

- a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$250 (minimum) nor more than a total of \$100,000,000 (maximum) for successful performance of this contract.
- b. The costs set forth in this ARTICLE will cover the five (5) year contract period of performance.
- c. The Government will compete and award Task Orders based on the work described in SECTION C of this contract.
- d. Ordering procedures are described in The TASK ORDER PROCEDURE Article in SECTION G of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. [DESCRIPTION-SPECIFICATION-WORKSTATEMENT-STATEMENT OF WORK]

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated April 26, 2022, attached hereto and made a part of this contract (See SECTION J - List of Attachments).

Specific requirements will be determined at the Task Order level and are not known at this time.

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> and at: <https://www.section508.gov/create/documents>, "Create Accessible Documents."

a. Technical Progress Reports- Master Contract level

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 require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award. *[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.]*

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) 0 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)

Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) 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. Source Code and Object Code

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

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, To Be Determined at the Task Order Level is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
To Be Determined at the Task Order Level

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

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

- 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.

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 applicable to this contract.

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The contract will be for a five (5) year base period.

ARTICLE F.2. DELIVERIES

- a. Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the 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

To Be Determined 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.

ARTICLE F.3. TIME OF DELIVERY

- a. The Government requires delivery of To be determined at the Task Order level within __days after _____.
- b. The Contractor may propose a delivery schedule which is earlier than required above. If the Contractor does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.
- c. Proposed Delivery Schedule: Delivery of To be determined at the Task Order level within __days after _____.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

Alternate I (April 1984) is not 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.

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. CONTRACTING OFFICER REPRESENTATIVE (COR)

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

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 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. The Program Manager (PM) and Deputy Program Manager (DPM) are at the Master Contract level and serve as the primary points of contact between NIH and the contractor. However, any work completed by the PM and DPM will not be billed to the government.

(End of Clause)

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

Name	Title
	Program Manager
	Deputy Program Manager

ARTICLE G.3. TASK ORDER PROCEDURE

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

- a. **General**

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

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

b. Requesting Task Order Proposals.

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

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

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

All contract clauses contained this contract shall be incorporated in the TORFP 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 TORFPs. 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 TORFP. An election not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs. 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 TORFP 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 TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a Contractor for award. Generally, technical factors will be significantly more important than cost or price. However, each TORFP 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 exceeding the micro-purchase threshold issued under multiple delivery-order contracts or multiple task-order contracts, except:
 - 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.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
 - i. For orders exceeding the micro-purchase threshold 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 \$6 Million, in accordance with 16.505(b)(1)(iii); and,
 - iii. For orders exceeding \$6 Million, in accordance with FAR 16.505(b)(1)(iv).

- a. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6088.

ARTICLE G.4. INVOICE SUBMISSION

- a. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment. **The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the Task Order COR and copy to the Task Order Contract Specialist/ Contracting Officer. See Section J for Invoice Instructions. If these invoice instructions are not followed it will delay processing of the Contractors' invoices.**
- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6088.

ARTICLE G.5. 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.6. 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. Contractor performance at the master contract level will be monitored in accordance with the Quality Assurance Surveillance Plan (QASP) in Section J. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually as follows on one year after 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:

<https://www.cpars.gov>

ARTICLE G.7. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than

real property) this ARTICLE will include applicable provisions and will incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at <https://web.archive.org/web/20111015044731/http://www.hhs.gov/hhsmanuals/> .

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. CORONAVIRUS DISEASE 2019 (COVID-19) - HHS RECOVERY EFFORTS

“HHS reserves the right to exercise priorities and allocations authority with respect to this contract, to include rating this order in accordance with 45 CFR Part 101, Subpart A—Health Resources Priorities and Allocations System.”

ARTICLE H.2. CORONAVIRUS DISEASE 2019 (COVID - 19) - ONSITE CONTRACTORS RETURN TO PHYSICAL WORKSPACE

Coronavirus disease 2019 (COVID-19) - NIH policy may allow for voluntary or mandatory COVID-19 testing for contractor personnel. Contractor personnel who test positive for COVID-19 or who do not wish to submit to mandatory COVID-19 testing will not have access to or be permitted to work in NIH [ICs] until they have satisfied the access requirements in the NIH policy. A contractor personnel's decision to opt out of mandatory COVID-19 testing will not automatically constitute grounds for any performance delays or establish any government liability for additional costs. The Contracting Officer may determine that an excusable delay is appropriate under applicable FAR clauses (e.g., 52.242-14 (Suspension of Work), 52.242-15 (Stop-work Order), 52.249-14 (Excusable Delays), and 52.212-4(f) (Excusable Delays)) in cases where a positive test result is recorded and contract personnel must be quarantined due to an exposure to COVID-19. However, cases where a positive test result is recorded will not establish any government liability for additional costs.

Contractors shall ensure compliance with all Federal, HHS, NIH and individual IC COVID-19 policies related to health and safety, including relevant Codes of Conduct and reporting requirements applicable to contractor personnel. The Contractor shall discuss the Code of Conduct with contractor personnel, retain signed Codes of Conduct, and confirm their signature with the Contracting Officer. Reporting requirements include: 1) Ensure open reporting of safety and health related concerns; 2) Ensure staff understand reporting of COVID-like symptoms to contract supervisors, if they have had a high-risk exposure to someone with COVID disease, or if they have tested positive for COVID-19, and that staff do not report to the workplace with symptoms or if they have tested positive for COVID-19; 3) Ensure staff are complying with the return to work plans, policies and reporting requirements and enforcing these requirements when necessary; and 4) Ensure contract supervisors inform the Contracting Officer of personnel with COVID-19 symptoms.

The Return-to-Work Guidance and Code of Conduct for On-Site Contractors (Appendix 1) are incorporated into this contract. Contractors shall ensure contract personnel are aware they are to contact their company/supervisor for guidance.

Testing conducted by the NIH Occupational Medical Service (OMS) falls within Privacy Act System of Records Notice (SORN), 09-25-0105, Administration: Health Records of Employees, Visiting Scientists and Others Who Receive Medical Care through Employees Health Unit, HHS/NIH/ORS.

Information regarding the Countermeasures Injury Compensation Program under the Health Resources and Services Administration is available at 1-855-266-2427 or <http://www.hrsa.gov/cicp/>.

(If your IC is not doing testing through CC OMS, the IC would they have to identify another SORN and incorporate prior to beginning any testing)

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.

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 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. 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 the contract.

ARTICLE H.10. HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS

ARTICLE H.10.1. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY**A. Baseline Security Requirements**

- a. **Applicability.** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
- i. **Access (Physical or Logical) to Government Information:** A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
 - ii. **Operate a Federal System Containing Information:** A Contractor (and/or any subcontractor) will operate a federal system and technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
- b. **Safeguarding Information and Information Systems.** All government information and information systems must be protected in accordance with HHS/NIH policies and level of risk. At a minimum, the Contractor (and/or any subcontractor) must:
- i. Protect the:
 - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - **Availability**, which means ensuring timely and reliable access to and use of information.
 - ii. Categorize all information owned and/or collected/managed on behalf of HHS/NIH and information systems that store, process, and/or transmit HHS information in accordance with FIPS 199 and National Institute of Standards and Technology ([NIST Special Publication \(SP\) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories](#)). Based on information provided by the ISSO, CISO, OpDiv SOP, or other representative, the impact level for each Security Objective (Confidentiality, Integrity, and Availability) and the Overall Impact Level, which is the highest watermark of the three factors of the information or information system are the following:
 - **Confidentiality:** Low Moderate High
 - **Integrity:** Low Moderate High
 - **Availability:** Low Moderate High
 - **Overall Risk Level:** Low Moderate High
 - iii. Based on the agreed-upon level of impact, implement the necessary safeguards to protect all information systems and information collected and/or managed on behalf of HHS/NIH regardless of location or purpose.
 - iv. Report any discovered or unanticipated threats or hazards by either the agency or contractor, or if existing safeguards have ceased to function immediately after discovery, **within one (1) hour or less**, to the government representative(s).

- v. Adopt and implement all applicable policies, procedures, controls, and standards required by the HHS/NIH Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain all applicable security and privacy policies by contacting the CO/COR or HHS/NIH security and/or privacy officials.
- c. **Privacy Act.** Comply with the Privacy Act requirements (when applicable), and tailor FAR and HHSAR clauses as needed.
- d. **Privacy Compliance.** Comply with the E-Government Act of 2002, NIST SP 800-53, and applicable HHS/OpDiv privacy policies, and complete all the requirements below:
 - i. Per the Office of Management and Budget (OMB) Circular A-130, Personally Identifiable Information (PII), is "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: Social Security number, date and place of birth, mother's maiden name, biometric records, etc.
 - ii. Based on information provided by the ISSO, system/ data owner, or other security or privacy representative, it has been determined that this solicitation/ contract involves:

[X] No PII [] PII

- iii. The Contractor must support the agency with conducting a Privacy Threshold Analysis (PTA) for the information system and/ or information handled under this contract to determine whether or not a full Privacy Impact Assessment (PIA) needs to be completed.
 - If the results of the PTA show that a full PIA is needed, the Contractor must support the agency with completing a PIA for the system or information within **60 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E- Government Act of 2002*.
 - The Contractor must support the agency in reviewing the PIA at least every **three years** throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.
- e. **Controlled Unclassified Information (CUI). Executive Order 13556 defines** CUI as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "*handling*" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. The requirements below apply only to nonfederal systems that process, store, or transmit CUI, or that provide security protection for such components. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, must be:
 - i. Marked appropriately;
 - ii. Disclosed to authorized personnel on a Need-To-Know basis;
 - iii. Protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or

NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and

- iv. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Information and/or data must be disposed of in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- f. **Protection of Sensitive Information.** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) must protect all government information that is or may be sensitive by securing it with a solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
- g. **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS must be used only for the purpose of carrying out the provisions of this contract and must not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its employees and subcontractors must be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

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

- i. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
 - ii. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
 - iii. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- h. **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol must comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- i. **Information and Communications Technology (ICT).** ICT products and services from prohibited entities/sources must not be used/acquired in compliance with Public Law 115-232, Section 889 Parts A and B, FAR 4.21, FAR 52.204.23, FAR 52.204.24, and FAR 52.204.25. The contractor (and/or any subcontractor) must notify the government if they identify prohibited ICT products and/or services are used during the contract performance.
- j. **Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS must enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, HTTPS is not required, but it is highly recommended. Consult the *HHS Policy for Internet and Email Security* for additional information.
- k. **Contract Documentation.** The Contractor must use provided templates, policies, forms and other agency documents. NIH will specify which documents/forms will be provided to comply with contract deliverables as appropriate.
- l. **Standard for Encryption.** The Contractor (and/or any subcontractor) must:
 - i. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.

- ii. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with encryption solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
 - iii. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and NIH-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
 - iv. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with current FIPS 140 validation certificate from the NIST CMVP. The Contractor must provide a written copy of the validation documentation to the COR within **15 days** of the validation.
 - v. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys <http://csrc.nist.gov/publications/>. Encryption keys must be provided to the COR upon request and at the conclusion of the contract.
- m. **Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract must complete the OpDiv non-disclosure agreement, <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>, as applicable. Contractors (and/or subcontractors) must submit a copy of each signed and witnessed NDA to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

2. Training Requirements

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

3. Rules of Behavior

- a. The Contractor (and/or any subcontractor) must ensure that all employees performing on the contract comply with the *HHS Information Technology General Rules of Behavior, HHS Rules of Behavior for Privileged Users*.

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

4. Incident Response

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

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. In accordance with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information (PII)*, an incident is "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies" and a privacy breach is "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose." For additional information on the HHS breach response process, please see the *HHS Policy and Plan for Preparing for and Responding to a Breach of Personally Identifiable Information (PII)*."

- b. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) must:
- i. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract, with encryption solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
 - ii. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor must send NIH approved notifications to affected individuals in accordance with https://wiki.ocio.nih.gov/wiki/index.php/US-CERT_Federal_Incident_Notification_Guidelines
 - iii. Report all suspected and confirmed information security and privacy incidents and breaches to the OpDiv Incident Response Team (IRT) via email at IRT@mail.nih.gov, COR, CO, OpDiv SOP (or his or her designee), and other stakeholders, including breaches involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable OpDiv and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor must:
 - Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - Not include any sensitive information in the subject or body of any reporting e-mail; and
 - Encrypt sensitive information in attachments to email, media, etc.
 - iv. Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*, and HHS/NIH and NIH privacy breach response policies when handling PII breaches.

- v. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an **hour** of discovery.

5. Position Sensitivity Designations

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

- Tier 5: Critical Sensitive and Special Sensitive National Security, including Top Secret, SCI, and "Q" access eligibility.
- Tier 5SR: Reinvestigation.
- Tier 4: High Risk Public Trust (HRPT).
- Tier 4SR: Reinvestigation.
- Tier 3: Non-Critical Sensitive, National Security, including Secret and "L" access eligibility.
- Tier 3SR: Reinvestigation.
- Tier 2S with Subject Interview: Moderate Risk Public Trust (MRPT).
- Tier 2SR: Reinvestigation.
- Tier 1: Low Risk, Non-Sensitive, including HSPD-12 Credentialing.

6. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees must comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; OMB M-19-17; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

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

7. Roster

The Contractor (and/or any subcontractor) must submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster must be submitted to the COR and/or CO within **fourteen (14) calendar days** of the effective date of this contract. Any revisions to the roster as a result of staffing changes must be submitted within **seven (7) calendar days** of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: <https://oamp.od.nih.gov/nih-document-generation-system/dgs-workform-information/attachment-files-section-j>

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

8. Contract Initiation and Expiration

- a. **General Security Requirements.** The Contractor (and/or any subcontractor) must comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor must follow the HHS EPLC framework and methodology and in accordance with the HHS Contract Closeout Directive (2018). HHS EA requirements are located at: <https://www.hhs.gov/sites/default/files/eplc-policy-dec-2016.pdf> and NIH EA requirements are located at: <https://ocio.nih.gov/PM/Pages/EPLC.aspx>
- b. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to HHS System Development Life Cycle requirements, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
- c. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) must provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- d. **Notification.** The Contractor (and/or any subcontractor) must notify the CO and/or COR and system ISSO within fifteen days before an employee stops working under this contract.
- e. **Contractor Responsibilities upon Physical Completion of the Contract.** The Contractor (and/or any subcontractors) must return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor must provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.
- f. The Contractor (and/or any subcontractor) must perform and document the actions identified in the NIH Employee Separation Checklist <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf> when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation must be available to the CO and/or COR upon request.

9. Records Management and Retention

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

- b. In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, he/she must document and report the incident in accordance with HHS/NIH policies.

10. High Value Asset (HVA)

If a system is identified as HVA, ^[23] the Contractor must comply with the HHS Policy for the High Value Asset (HVA) Program and the DHS HVA Control Overlay ^[24] in addition to the above requirements.

ARTICLE H.10.2. GOVERNMENT INFORMATION PROCESSED ON GOCO OR COCO SYSTEMS

1. SECURITY REQUIREMENTS FOR GOVERNMENT-OWNED/CONTRACTOR-OPERATED (GOCO)AND CONTRACTOR-OWNED/CONTRACTOR-OPERATED (COCO) RESOURCES

- a. **Federal Policies-** The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
- b. **Assessment and Authorization (A&A)-** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO within the specified timeline(s) within three (3) months after contract award. The Contractor shall conduct the A&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

For an existing ATO, Contracting Officer Representative must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such.

NIH acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- i. **A&A Package Deliverables -** The Contractor (and/or any subcontractor) shall provide an A&A package within 30 days of contract award to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package. The NIH Assessment and Authorization Process is found at: [https://wiki.ocio.nih.gov/wiki/index.php/NIH_Assessment_and_Authorization_\(A%26A\)_Process](https://wiki.ocio.nih.gov/wiki/index.php/NIH_Assessment_and_Authorization_(A%26A)_Process)
 - **System Security Plan (SSP) -** due within 30 days after contract award. The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and NIH policies and other guidance. The SSP shall be consistent with and detail the approach to IT

security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- **Security Assessment Plan/Report (SAP/SAR)** - due 30 days after the contract award. The security assessment shall be conducted by the assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and NIH policies. The assessor will document the assessment results in the SAR.

The NIH should determine which security control baseline applies and then make a determination on the appropriateness/necessity of obtaining an independent assessment. Assessments of controls can be performed by Contractor, government, or third parties, with third party verification considered the strongest. If independent assessment is required, include statement below.

Thereafter, the Contractor, in coordination with the NIH shall conduct/assist in the assessment of the security controls and update the SAR at least annually.

- **Independent Assessment** - due 90 days after the contract award. The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all "high" deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).
- **POA&M** - due 30 days after contract award. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and NIH policies. All findings/weaknesses shall be documented in the POA&M and remediated/mitigated from the date the weaknesses are formally identified and documented by the timelines below:

- Critical within 30 days;
- High within 60 days;
- Medium within 1 year; and
- Low within 1 year.

The NIH will determine the risk rating of vulnerabilities. Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, NIH may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.

- **Contingency Plan and Contingency Plan Test** - due 60 days after contract award. The Contingency Plan must be developed in accordance with NIST SP 800-34, Contingency Planning Guide for Federal Information Systems, and be consistent with HHS and NIH policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least annually.
- **E-Authentication Questionnaire** - The Contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System

documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- ii. **Information Security Continuous Monitoring-** Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/ or transmit government information, shall meet or exceed the Information Security Continuous Monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, *Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations*, and HHS IS2P. The following are the minimum requirements for ISCM:
 - iii. **Annual Assessment/ Penetration (Pen) Test** - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) every two (2) years on high-risk systems, to determine the implemented security and privacy controls are operating as intended and producing the desired results (this may involve penetration testing conducted by the agency or independent third-party. In addition, review all relevant A& A documentation (SSP, POA& M, Contingency Plan, etc.) and provide updates by specified due date provided by the Contracting Officer Representative.
 - iv. **Asset Management** - Using any available Security Content Automation Protocol (SCAP)- compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS- owned information/ data. It is anticipated that this inventory information will be required to be produced at least 60 days after contract award. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The Contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
 - v. **Configuration Management** - Use available SCAP- compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines at least within 60 days. The Contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP- compliant automated tools.
 - vi. **Vulnerability Management** - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST- specified SCAP standards for vulnerability identification and management. The Contractor shall maintain a capability to provide security vulnerability scanning information for 100% of IT assets using SCAP- compliant automated tools and report to the agency at least within 30 days of the contract award.
 - vii. **Patching and Vulnerability Remediation** - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes.
 - viii. **Secure Coding** - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
 - ix. **Boundary Protection** - The Contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).

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

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

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

ii. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the Contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

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

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

d. **End of Life Compliance**- The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The Contractor shall retire and/or upgrade all software/ systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.

e. **Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor**- The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

i. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-3 encryption standards.

- ii. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB), and HHS Minimum Security Configuration Standards;
 - iii. Maintain the latest operating system patch release and anti-virus software definitions within 15 days.
 - iv. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
 - v. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
 - Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.
- f. **Rights to Data.** All contracts that require data to be produced, furnished, acquired, or used in meeting contract performance requirements, must contain terms that delineate the respective rights and obligations of the Government and the contractor regarding the use, reproduction, and disclosure of that data. Data rights clauses do not specify the type, quantity or quality of data that is to be delivered, but only the respective rights of the Government and the contractor regarding the use, disclosure, or reproduction of the data. Accordingly, the contract must specify the data to be delivered.
- g. **Information and Communications Technology (ICT) Cybersecurity Supply Chain Risk Management (C-SCRM) requirements.** The Contractor (and/or any subcontractor) must secure their ICT supply chain in compliance with *HHS Policy for Cyber Supply Chain Risk Management* and Public Law 115-232 § 889. At a minimum, they must implement the following:
- i. Develop rules for suppliers' development methods, techniques, or practices;
 - ii. Use of secondary market components;
 - iii. Prohibit counterfeit products;
 - iv. Dispose and/or retain elements such as components, data, or intellectual property securely;
 - v. Ensure adequate supply of components;
 - vi. Require external providers handling federal information or operating systems on behalf of the federal government to meet the same security and privacy requirements as federal agencies;
 - vii. Require external providers to express security and privacy requirements (including the controls for systems processing, storing, or transmitting federal information) in contracts or other formal agreements;
 - viii. Establish Service Level Agreements (SLAs), patching vehicles and disclosure requirements in the case of a security incident or new vulnerability being discovered; and
 - ix. Ensure that the supplier applies same contractual requirements to any sub-contractors/suppliers that they involve in the provision of the product or service to the customer; and
 - x. Prohibit the use of covered telecommunications and video surveillance equipment or services.

ARTICLE H.11. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74 (December 2015)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973(29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation

Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

- b. The Section 508 accessibility standards applicable to this contract or order 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 Web site: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- e. If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

ARTICLE H.12. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE HHSAR 352.239-73 (December 2015)

- a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.
- b. Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

- c. The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility. In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document-- in detail-- whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://www.hhs.gov/web/508>. In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.
- d. Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of provision)

ARTICLE H.13. COMMUNICATIONS MATERIALS AND SERVICES

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

This acquisition requires the Contractor to:

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. <https://policymanual.nih.gov/1183>

Use the NIH name and logo.

NIH Policy Manual Chapter 1186, "Use of NIH Names and Logos," is applicable to this contract. <https://policymanual.nih.gov/1186>

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

NIH Policy Manual Chapter 2804*, "Websites and Digital Services - Management Policy," is applicable to this contract. <https://policymanual.nih.gov/2804>

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

NIH Policy Manual Chapter 2805*, "NIH Web Privacy Policy," is applicable to this contract. <https://policymanual.nih.gov/2805>

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

"NIH Social Media Guidelines," is applicable to this contract. <https://employees.nih.gov/pages/social-media/>

* NOTE: NIH Policy Manual Chapters found in the 2800 series are currently only available to NIH personnel. If unavailable, contact the Contracting Officer for a copy.

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.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

1. 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.
2. 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.
3. 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.
4. Confidential information, as defined in paragraph 1. of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
5. 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.
6. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
7. The provisions of paragraph 4. 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. 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: <https://oig.hhs.gov/fraud/report-fraud/> 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.18. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

accordance with FAR 16.505(b)(8), 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:]

Dr. Sheryl K. Brinings	OR	Dr. Kathryn Partin
NIH Competition Advocate		NIH Competition Advocate
6705 Rockledge Drive, Room 707-A, MSC 7977		1 Center Drive, Room 154, MSC 0140
Bethesda, MD 20892-7977		Bethesda, MD 20892-0151
Phone: (301) 451-1763		Phone: (301) 451-7764
E-mail: brinings@mail.nih.gov		E-mail: partinkm@mail.nih.gov

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. 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.

The following conferences and/or meetings have been approved by the Contracting Officer and are hereby authorized under this contract:

Conference or Meeting Title	Conference or Meeting Location	Federal/NonFederal Space	Date of Conference	Not to Exceed Estimate Cost
		<input type="checkbox"/> Federal <input type="checkbox"/> NonFederal		

		<input type="checkbox"/> Federal		
		<input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal		
		<input type="checkbox"/> NonFederal		
		<input type="checkbox"/> Federal		
		<input type="checkbox"/> NonFederal		

ARTICLE H.21. 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 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 provided in SECTION J).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

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

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

ARTICLE H.22. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

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

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

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

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

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

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

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

ARTICLE H.23. 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: <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-21-053.html>

ARTICLE H.24. 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.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

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

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. FAR Clause **52.222-54, Employment Eligibility Verification** (Nov 2021) is deleted in its entirety.
- b. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013) is deleted in its entirety, and FAR Clause **52.229-4, Federal, State and Local Taxes (State and Local Adjustments)** (February 2013) is substituted therefor.
- c. FAR Clause **52.232-17, Interest** (May 2014) is applicable to this contract.
- d. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (Jan 2017)
- e. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
- f. **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.
- g. FAR Clause **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.
- h. **Alternate II**, (September 1996) and **Alternate V**, (September 1996), of FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (September 1996) are added.

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 contains the following:

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** (Nov 2021).
2. FAR Clause **52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (Jun 2010).
3. FAR Clause **52.203-16, Preventing Personal Conflicts of Interest** (Jun 2020).
4. FAR Clause **52.204-2, Security Requirements** (Mar 2021).
Alternate I (Apr 1984) is not applicable to this contract.
Alternate II (Apr 1984) is not applicable to this contract.
5. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (Jan 2011).
6. FAR Clause **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (Oct 2016).
- 7.

FAR Clause 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are _ are not _ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _ have not _, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are _ are not _ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have __, have not __, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

9. FAR Clause **52.217-8, Option to Extend Services** (Nov 1999).

"..The Contracting Officer may exercise the option by written notice to the Contractor within 60 days [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION].

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

Alternate I (Nov 2020) is not applicable to this contract.

11. FAR Clause **52.219-14, Limitations on Subcontracting** (Mar 2020).

12. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (Nov 2020).

13. FAR Clause **52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns** (Mar 2020).

14. FAR Clause **52.222-29, Notification of Visa Denial** (Apr 2015).

15. 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.

16. FAR Clause **52.224-1, Privacy Act Notification** (Apr 1984).
 17. FAR Clause **52.224-2, Privacy Act** (Apr 1984).
 18. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
 19. FAR Clause **52.232-18, Availability of Funds** (Apr 1984).
 20. FAR Clause **52.237-3, Continuity of Services** (Jan 1991).
 21. FAR Clause **52.245-1, Government Property** (Jan 2017).
 22. FAR Clause **52.245-9, Use and Charges** (Apr 2012).
 23. FAR Clause **52.246-25 Limitation of Liability-Services** (Feb 1997).
 24. FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (Jun 2003).
 25. FAR Clause **52.251-1, Government Supply Sources** (Apr 2012).
- b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:
1. HHSAR Clause **352.208-70, Printing and Duplication** (December 2015)
 2. HHSAR Clause **352.211-2, Conference Sponsorship Request and Conference Materials Disclaimer** (December 2015)
 3. HHSAR Clause **352.211-3, Paperwork Reduction Act** (December 2015)
 4. HHSAR Clause **352.231-70, Salary Rate Limitation** (December 2015)
Note: *The Salary Rate Limitation is at the Executive Level II Rate.*
See the following website for Executive Schedule rates of pay: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.
(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)
 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 contains the following:

This contract incorporates the following clauses in full text.

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

1. FAR Clause 52.204-21, **Basic Safeguarding of Covered Contractor Information Systems** (Nov 2021)

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

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

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

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

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

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

b. Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

2. FAR Clause **52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment** (October 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third- party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third- party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

d. *Representation.* The Offeror represents that-

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

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

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

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

- i. For covered equipment-

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known).
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

ii. For covered services-

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

iii. For covered equipment-

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

iv. For covered services-

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

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

- a. The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (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 <https://sam.gov/content/home>.

- b. As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--
 - i. 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
 - ii. The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - i. Past performance reviews required by subpart 42.15;
 - ii. Information that was entered prior to April 15, 2011; or
 - iii. Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- c. The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - i. If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - ii. 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.
 - iii. 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)

4. FAR Clause FAR 52.204-26, Covered Telecommunications Equipment or Services-Representation (Oct 2020)

- a. Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. (1) Representation. The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

5. FAR Clause **52.216-18, Ordering** (Aug 2020).

- 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 award through expiration of the master 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)

6. FAR Clause **52.216-19, Order Limitations** (Oct 1995)

- a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$250.00 [insert dollar figure or quantity], 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 \$100M [insert dollar figure or quantity].
 2. Any order for a combination of items in excess of \$100M [insert dollar figure or quantity];
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.

(End of clause)

7. FAR Clause **52.216-22, Indefinite Quantity** (Oct 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 one (1) year after the expiration date of the master contract.

(End of clause)

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

- a. The Government may extend the term of this contract by written notice to the Contractor within 60 days [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years[MONTHS/YEARS].

(End of clause)

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)

Any contract awarded from this RFP will contain the following article:

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

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

- a. FAR Clause **52.222-41, Service Contract Labor Standards** (Aug 2018).

- b. FAR Clause **52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year And Option Contracts)** (May 2014).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

The following documents are incorporated into this contract:

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 1	Government Property Schedule	See FAR Clause 52.245
Attachment 2	Commitment to Protect Non Public Information Contractor Agreement	See attached folder
Attachment 3	Roster of Employees Requiring Suitability Investigations	See attached folder
Attachment 4	Employee Separation Checklist	See attached folder
Attachment 5	Conference Expense Offset Worksheets	See attached folder
Attachment 6	COVID-19 Return to Work Guidance	See attached folder
Attachment 7	IPP Invoice Instructions	See attached folder
Attachment 8	HHS Section 508 Product Assessment Template	See attached folder
Attachment 9	General Clauses a Time & Materials and a Labor Hour Contract	See attached folder
Attachment 10	General Clauses a Negotiated Fixed Price Service contract	See attached folder
Attachment 11	Privacy Act System of Records	See FAR Clause 52.224-1 and 52.224-2
Attachment 12	Statement of Work	See attached folder
Attachment 13	NIHCATS IV Labor Category Descriptions	See attached folder

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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)