

CONTRACT TABLE OF CONTENTS

PART I - THE SCHEDULE 2

SECTION A - SOLICITATION/CONTRACT FORM 1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 2

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 5

SECTION D - PACKAGING, MARKING AND SHIPPING 22

SECTION E - INSPECTION AND ACCEPTANCE 23

SECTION F - DELIVERIES OR PERFORMANCE 24

SECTION G - CONTRACT ADMINISTRATION DATA 25

SECTION H - SPECIAL CONTRACT REQUIREMENTS 30

PART II - CONTRACT CLAUSES 44

SECTION I - CONTRACT CLAUSES 44

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 55

SECTION J - LIST OF ATTACHMENTS 55

 INFORMATIONAL ATTACHMENTS 55

PART IV - REPRESENTATIONS AND INSTRUCTIONS 56

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 56

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

This master contract will enable the National Institutes of Health (NIH), the Department of Health and Human Services (HHS), Operating Divisions (OPDIVS), and on a case-by-case basis, other Federal agencies to achieve and maintain high quality performance in the areas of media, communication, and information dissemination and technology by purchasing superior communication goods and services, especially where this expertise does not exist in-house. This solicitation will result in multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts with task orders issued against the IDIQ contracts. Most task orders will be for goods and services related to medicine, health, and science and will originate from the NIH.

The Contractor shall provide all management, administration, staffing, planning, scheduling, procuring, assembling, tracking and reporting for all items or services required by the contract and/or task order. This shall include but is not limited to the following:

- a) All activities associated with recruiting and hiring qualified contractor staff, such as, advertising, screening applicants, interviewing and reference checking.
- b) Maintaining in-house skills, teaming and/or subcontract arrangements to ensure staff meets the required minimum experience, skills and knowledge and are available on short notice.
- c) Screening and processing prospective contract staff to ensure all contractor employees used under this contract meet personnel hiring and security requirements.
- d) All activities associated with management of the contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, and maintenance.
- e) Utilizing electronic means to conduct business transactions under this contract to the maximum extent feasible. This will include, but is not limited to the following: Contractor receipt of Statements of Work (SOW), contractor submission of proposals in response to such requests, Government/contractor electronic mail exchanges to support administration of active task orders, contractor invoicing, and electronic funds transfer for payment of approved invoices.
- f) Ensuring the facilities used for the contractor's performance of this contract shall meet all physical security requirements of this contract.
- g) Planning, scheduling, and procuring any airfare, lodging accommodations, and ground transportation for all approved travel by contractor personnel. Contractors need to ensure that invoiced travel costs are itemized in accordance with Government travel guidelines in effect at the time of travel.
- h) Planning for and making all necessary arrangements to ensure that contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.
- i) Procuring items/services on behalf of the Government. Such purchases are only allowed for those hardware or software items determined to be integral to the performance of a task order and approved by the task order Contracting Officer.
A competitive price analysis will be performed and properly documented to prove price competition was obtained must be provided or a justification for not obtaining competition must be submitted.
- j) Tracking and reporting on Government-furnished property (GFP). The contractor is responsible for adequate care and safekeeping of all Government-furnished materials, including, but not limited to inventory tracking and reporting. The contractor shall reimburse the Government for any Government-furnished materials lost or stolen while in the contractor's safekeeping. The contractor shall also provide all management, administration and staffing for all activities associated with preparing proposals in response to a request for proposal and/or SOW, submitting the proposals, and negotiating task order requirements.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror. Offerors shall complete the Section B Pricing Table Template (see Section J) providing their FULLY-burdened labor rates for all 5 years of the base period. Fully -burdened labor rates include all direct, indirect, general and administrative costs, fringe, benefits, and profit associated with providing required skill. (Offerors shall provide rates for each of the labor categories for ALL (5) years).

The established labor category rates in the Section B Master IDIQ Pricing Table are ceiling rates. Offerors may discount these rates at the task order level but shall not exceed the ceiling rates. Subcontractors have to adhere to the fully-burdened labor rates of a prime contractor's award. Only one Volume II Business Proposal shall be submitted by the prime.

	Labor Category	Year 1 Loaded Hourly Rates	Year 2 Loaded Hourly Rates	Year 3 Loaded Hourly Rates	Year 4 Loaded Hourly Rates	Year 5 Loaded Hourly Rates	Optional 6- month Extension
1	Program Manager	\$	\$	\$	\$	\$	\$
2	Deputy Program Manager	\$	\$	\$	\$	\$	\$
3	Project Manager	\$	\$	\$	\$	\$	\$
4	Meeting Planner	\$	\$	\$	\$	\$	\$
5	Jr. Meeting Planner	\$	\$	\$	\$	\$	\$
6	Web Designer	\$	\$	\$	\$	\$	\$
7	Web Developer	\$	\$	\$	\$	\$	\$
8	IT Specialist	\$	\$	\$	\$	\$	\$
9	Scientific Writer	\$	\$	\$	\$	\$	\$
10	Sr. Writer	\$	\$	\$	\$	\$	\$
11	Jr. Writer	\$	\$	\$	\$	\$	\$
12	Editor	\$	\$	\$	\$	\$	\$
13	Subject Matter Expert (SME)	\$	\$	\$	\$	\$	\$

14	Executive Administrative Asst	\$	\$	\$	\$	\$	\$
15	Clerk	\$	\$	\$	\$	\$	\$
16	Production Assistant	\$	\$	\$	\$	\$	\$
17	Graphic Artist/ Designer	\$	\$	\$	\$	\$	\$
18	Translators and Interpreters	\$	\$	\$	\$	\$	\$
19	Warehouse Manager	\$	\$	\$	\$	\$	\$
20	Warehouse/Skilled Labor (Gen)	\$	\$	\$	\$	\$	\$
21	Unskilled Labor (Gen)	\$	\$	\$	\$	\$	\$
22	Couriers	\$	\$	\$	\$	\$	\$

23	System Engineer	\$	\$	\$	\$	\$	\$
24	Senior Analyst	\$	\$	\$	\$	\$	\$
25	Strategic Planner	\$	\$	\$	\$	\$	\$
26	Professional Trainer	\$	\$	\$	\$	\$	\$
27	Call Center Staff	\$	\$	\$	\$	\$	\$
28	Call Center Manager	\$	\$	\$	\$	\$	\$
29	Exhibit Designer	\$	\$	\$	\$	\$	\$
30	Exhibit Production Staff	\$	\$	\$	\$	\$	\$

ARTICLE B.3. PRICES/COSTS

- a. This is a Multiple Award Indefinite Delivery/Indefinite Quantity MA IDIQ) contract as contemplated by FAR 16.504. The guaranteed minimum amount for the contract(s) to be awarded is \$250.00 and the maximum contract amount, for the 5 year base, shall not exceed \$1,000,000,000.00.
- b. The costs set forth in this ARTICLE will cover the 5-year base contract period plus a possible 6-month extension.
- 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 Procedures Article in Section G of this contract

ARTICLE B.4. PROPOSED PROCUREMENT METHOD

This procurement will be an 100% Small Business Set-aside.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

C.1.1 Activities

Purpose

This master contract will enable the National Institutes of Health (NIH), the Department of Health and Human Services (HHS) Operating Divisions (OPDIVS) and on a case-by-case basis, other Federal agencies to achieve and maintain high quality performance in the areas of media, communication, and information dissemination and technology by purchasing superior communication goods and services, especially where this expertise does not exist in-house. This solicitation will result in multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts with task orders issued against the IDIQ contracts. Most task orders will be for goods and services related to medicine, health, and science and will originate from the NIH and its component Institutes and Centers.

C.1.2 Background Information

The NIH is the U.S. Federal Government's primary medical research agency and is one of several health agencies within the U.S. Department of Health and Human Services. The NIH is now one of the world's foremost biomedical research agencies and serves as the focal point for American biomedical research within the Federal Government. NIH began in 1887 as a one-room Laboratory of Hygiene and today is comprised of 27 separate Institutes and Centers (ICs), most of which are located on a 322-acre campus located in Bethesda, Maryland. The annual NIH budget is now more than \$45 billion. The NIH mission is to uncover new knowledge that will lead to better health for everyone. NIH works toward that mission by conducting research in its own laboratories; supporting non-Federal scientists at universities, teaching hospitals, and other academic institutions around the world; sponsoring training programs for research investigators; and fostering the communication of research-based health information.

C.1.3 Scope of the Contract

HHS, the NIH, and NIH component ICs are engaged in diverse communications activities that reflect profound shifts in American demographics and a continuously changing communication landscape. This landscape primarily reflects an important trend: the increasingly prevalent link between health, science, and medical communications and the digital world. It also reflects a number of communications imperatives. Health, scientific, and medical agencies must: a) continue to address the question of how various audiences prefer to obtain information; b) pursue integrative strategies that appeal to agency audiences; and c) make health and science information more accessible and reliable to the widest audiences possible. Communications activities include consumer-oriented information clearinghouses; national exhibit programs; comprehensive public awareness, education, prevention campaigns; and more.

NIH and its partner agencies at HHS will use this contract to purchase comprehensive communication, evaluation, and social marketing services.

Federal Acquisitions Regulations (FAR) Subpart 17.5 (" Interagency Acquisitions ") provides the authority for placement of orders for needed supplies and services between major organizational units within an agency and authorizes agencies to enter into mutual agreements to obtain supplies or services by inter-agency acquisition. Task orders offer a number of contract types and terms, including firm fixed-price, time and material, and labor hour.

This solicitation will allow the NIH and its partner agencies at HHS to minimize delay and administrative burden; fulfill their public affairs missions by purchasing a full range of comprehensive communication, evaluation, and social marketing goods and services; and improve efficiency and speed in both Federal acquisitions and work performed. The procurement requirements of Offices utilizing the acquisition will vary. Contracted firms and individuals should well understand the mission, mandate, and vision of HHS, the NIH, and NIH component Institutes and centers, and shall be able to work with a wide variety of media, including but not limited to audiovisual, print, display, and computer-based media. The NIH has created a number of service categories listed below.

C.1.4 Contract Environment

C.1.4.1 General

Contracted firms shall provide all management, administration, staffing, planning, scheduling, procuring, assembling, tracking and reporting for all items or services required under this master contract and/or individual task order(s). This shall include but is not limited to the following:

- a) All activities associated with recruiting and hiring qualified contractor staff members; such as, advertising, screening applicants, conducting interviews, checking references, and ensuring the completion of any mandatory training.
- b) Maintaining "in-house" skills, teaming and/or subcontracting arrangements to ensure that staff members meet required minimum experience, skills, and knowledge and are available on short notice.
- c) Screening and processing prospective contract staff to ensure that all contractor employees used under this contract meet personnel hiring and security requirements.
- d) All activities associated with management of contractor facilities that may be utilized in the execution of work outlined under this master contract, including required space, equipment, furniture, supplies, property, and requisite maintenance.
- e) Utilizing electronic means to conduct business transactions under this master contract to the maximum extent feasible. This will include, but is not limited to the following: contractor receipt of Statements of Work (SOW), contractor submission of proposals in response to such requests, Government/contractor electronic mail exchanges to support administration of active task orders, contractor invoicing, and electronic funds transfer for payment of approved invoices.
- f) Ensuring that any facilities used for contractor performance meet all physical security and safety requirements of this contract.
- g) Planning, scheduling, and procuring any airfare, accommodations, and ground transportation for all approved travel by contractor personnel. Contractors must ensure that invoiced travel costs are itemized in accordance with Government travel guidelines in effect at the time of travel.
- h) Making all necessary arrangements to ensure that contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.
- i) Procuring items/services on behalf of the Government. Such purchases are only allowed for those hardware or software items determined to be integral to the performance of a task order and approved by the task order Contracting Officer. A competitive price analysis will be performed and properly documented
- j) Tracking and reporting on Government-furnished property (GFP). The contractor is responsible for adequate care and safekeeping of all Government-furnished materials, including, but not limited to inventory tracking and reporting. Contractors shall reimburse the Government for any Government-furnished materials lost or stolen while in the contractors' safekeeping. Contractors shall also provide all management, administration and staffing for all activities associated with preparing proposals in response to a request for proposal and/or SOW, submitting the proposals, and negotiating task order requirements.

C.1 .4.2 Access to Training and Materials for Persons with Impairments

Contractors shall be responsible for making all training courses and training materials accessible to persons with visual and hearing impairments as specified in task orders. This requirement includes but is not limited to provision of sign language or oral interpreters for individuals with hearing impairments; providing access to transcripts and summaries, captioned media files, Braille, or large print materials for the visually impaired; preparing documents in text accessible formats (e.g., as RFT files); or employing use of an amplification system (e.g., FM systems) upon request. Contractors may also be required to prepare all online or computerized documents in a manner accessible to screen readers. In addition, task orders may require copies of deliverables to be submitted in Braille or in enlarged print hard copy. Without exception, any and all Federal events require contractors to provide accommodation for mobility-impaired persons.

C.1.4.3 Restrictions and Equivalencies in Labor Categories

There may be occasions when a contractor believes that an employee is the right person to perform the work under a task order, but the individual does not meet the labor category specifications for the task order. This may occur because the individual possesses special talents, skills, or experience that enables that individual to perform at a level of competency expected for a specific labor category for a particular task. The Government recognizes that such instances may occur and will consider a qualification waiver. The burden of proof to provide evidence of the special talents, skills, or experiences that warrant a qualification waiver is on the contractor. The waiver request shall be submitted in writing to the Task Order Contracting Officer (CO) and Task Order Contracting Officer's Representative (COR). In such cases, contractors shall receive written approval from the CO before the substituted individual can work on the task order. The Government shall review the waiver request and respond in writing within five working days of its receipt.

C.1.4.4 Applicable Substitutions

C.1.4.4.1 Experience Substitutions:

H.S. Diploma + 4 years applicable experience may be substituted for a Bachelor's degree. Bachelor's Degree + 2 years applicable experience may be substituted for a Master's degree. Master's Degree + 3 years applicable experience may be substituted for a Ph. D degree.

C.1.5 Corporate Area

Contractors shall institute and maintain a management structure to respond to and negotiate task order request for proposals and/or SOW. Contractors shall also maintain access to resources that can be called upon to fulfill task order requirements under this contract. Contractors shall maintain a management structure with overall task order control and authority for the performance of the work. At a minimum, contractors' management structure shall be responsible for the following throughout the lifecycle of each task order:

- a) Deploying a technically proficient and professionally capable staff;
- b) Keeping personnel turnover to a minimum and ensuring individuals are motivated to achieve excellent performance;
- c) Ensuring problems are minimized and unavoidable problems are resolved with minimal disruption to the activities performed under the task order;
- d) Obtaining continuous feedback on performance from appropriate Government personnel and disseminating feedback to contractor personnel on all areas of task order performance;
- e) Continually monitoring the quality of all products and services provided for purposes of identifying and implementing performance improvements; and
- f) Ensuring that all resources necessary to perform the task order are identified with clearly defined roles and deployed on schedule. A successful effort will be predicated on the management practices applied by the Government and its contractors. The performance of task orders pursuant to this contract shall be in accordance with a contractor's best corporate business practices as set forth in each proposal and as accepted by the Government.

C.1.6 Labor Category Descriptions/Experience for Principal Task Areas

C.1.6.1. Program Manager: Responsible for planning, developing, implementing and evaluating overall program policies and directing subordinate managers/staff. Directs and manages the operation of several programs/projects. Administration/ management/ monitoring responsibilities include, but may not be limited to: establishment of goals, objectives, performance requirements, standards, and accountability; administration of program costs and budget; management and operation of programs; project execution; and contract compliance and deliverable schedules for projects including media, marketing, graphics, website design, video production and other communication activities, outreach, market research, and analysis.

Minimum Education/Experience: M.A. or equivalent professional degree in an associated field, and a minimum of (10) years of related experience or an equivalent combination of experience and training that provides the required knowledge, skills, and abilities.

C.1.6.2. Deputy Program Manager: Serves as the project manager for large, complex task order (or a group of task orders affecting the same common/standard/migration system). Able to assist the Program Manager in working with the Government's master contract CO, the task order-level COR(s), the master contract-level Contracting Officer's Representative (COR), the task order-level COR(s), government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner.

Minimum Education/Experience: B.A. /B.S. degree in business or other related discipline. A minimum of (12) years of experience of which at least (7) years must be specialized in project development from inception to deployment and demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity.

C.1.6.3. Project Manager: Provides management of project activities, personnel and administrative functions related to specific tasks and ensures that technical solutions and schedules are implemented in a timely manner. Directs and manages staff assignments and monitors product quality and ensures project milestones meet deliverable schedules, and reports on project status to the project manager.

Minimum Education/Experience: B.A. /B.S. in communications, journalism, or other related discipline.

C.1.6.4. Meeting Planner: Supervises on-site logistical support activities including room set-up, audiovisual requirements, manages logistical activities associated with planning and implementing meetings, conferences, trade show exhibits, and other events. Maintains close contact with the client project officer throughout event planning and implementation. Negotiates site contracts for meetings. Develops status and end-of-event reports for clients. Develops and maintains participant databases using meeting planning software. Verifies and reconciles host hotel and other vendor invoices.

Minimum Education/Experience: B.A. /B.S. or high school diploma with strong administrative skills and (4) years of relevant experience.

C.1.6.5. Jr. Meeting Planner: Provides guidance to team members assigns exhibitor space, overseas booth set up, orders booth furniture and required audiovisual and equipment, collects participant and exhibitor registration fees when applicable.

Minimum Education/Experience: B.A. /B.S. or high school diploma with strong administrative skills and (2) years of relevant experience.

C.1.6.6. Web Designer: Directs and manages the design, development, and management of client web sites.

Minimum Education/Experience: Must have a diploma or equivalent certification as well as advanced experience in web design, website development, web production management, web-based scripting language, and design standards and file types. Must have working knowledge or Section 508 standards as well as experience with design-related graphics and relevant applications such as Adobe.

C.1.6.7. Web Developer: Builds web pages using a variety of graphics software applications and web-based scripting language(s), manages and performs website editorial activities, analyzes complex technical problems, develops and renders solutions, develops site content, aids in all web projects involving desktop publishing and website design and development.

Minimum Education/Experience: Certification in web applications. Must have experience in website development. Must have experience in web page design, web-based scripting language(s), and web graphics files and standards.

C.1.6.8. IT Specialist: Provides administrative support for activities pertaining to software applications utilizing commercial database management systems. Includes: user administration, data gathering, data retrieval, and manipulations. Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Prepares functional requirements and specifications.

Minimum Education/Experience: B.A./B.S. in Information Technology and (3) years of relevant experience.

C.1.6.9. Scientific Writer: This interdisciplinary position involves analyzing scientific data and translating the information into writing that can easily be understood by readers. Responsible for composing a variety of documents about physical, medical, chemical, or biological sciences. Write for a variety of media, including periodicals, books, websites and newspapers. Readers of these publications can be experts or laypeople. Science writers are responsible for conveying information to a wide audience successfully.

Minimum Education/Experience: B.A./B.S. in a scientific field and (3) years of relevant experience.

C.1.6.10. Sr. Writer: Formulates and writes copies for projects including fact sheets, project summaries, monthly progress reports, informational packets, press releases, publications and web content. Provides technical writing, editing and proofreading support for materials such as reports, news releases, fact sheets web content, and scripts. Collaborates with subject matter experts, researchers, and graphic artist to produce documents.

Minimum Education/Experience: B.A. in Journalism, Communication, English, or related field and (5) years of relevant experience.

C.1.6.11. Jr. Writer: Provides technical writing support for project deliverables. Conducts research, identifies subject matter experts, and conducts interviews. Gathers data and collates and organizes facts for inclusion in written products. Develops drafts and submits them for review. Proofreads copy written by project team members and client. Plans web and print products.

Minimum Education/Experience: B.A. in Journalism, Communications, English, or related field and (3) years of technical/editing experience.

C.1.6.12. Editor: Provides technical writing, editing, and proofreading support for materials such as reports, news releases, fact sheets, web content, and scripts.

Minimum Education/Experience: B.A. in Journalism, Communications, English, or related field and (5) years of technical/editing experience.

C.1.6.13. Subject Matter Expert (SME): SMEs are persons widely considered to be experts in a subject, topic or field and may have a diploma, certification, or equivalent experience in their areas of expertise. Performs a variety of work to evaluate and apply new methodologies for problem-resolution while ensuring that systems are in compliance with organizational requirements. Analyzes agency needs to determine functional requirements, performs functional allocation to identify required tasks and their interrelationships. Develops recommendations for organizational process changes to include new solutions and new technologies. Identifies resources required for each task.

Minimum Education/Experience: Advanced degree or equivalent training and certification in a relevant field or related discipline and (5) years of relevant, senior-level experience.

C.1.6.14. Executive Administrative Asst.: Performs a variety of administrative functions for executives and project team members. Familiar with a variety of field concepts, practices, and procedures. Generates reports, handles multiple projects, and prepares and monitors invoices and expense reports. May direct and lead the work of others. A wide degree of creativity and latitude is expected.

Minimum Education/Experience: B.A./B.S. in a related discipline and (5) years' of related experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

C.1.6.15. Clerk: Under supervision performs coding and filing of documents, familiarity with basic office procedures, operates office equipment, e.g., multi-line/voice systems, office machines, and minimal computer programs. Clerical duties often vary in type and sequence depending on task. Customer service skills should be emphasized. Duties include generic clerical skills such as greeting and directing visitors, fielding phone calls, scheduling meetings, responding to callers, taking minutes, composing memos, transcribing, developing presentations, generating reports, and monitoring invoices and expense reports.

Minimum Education/Experience: High School diploma and (2) years of strong administrative support or related field experience.

C.1.6.16. Production Assistant: Provides document production support by operating computer equipment to compile, type, revise, combine, edit, revise, print, label, organize, and store documents.

Minimum Education/Experience: B.A./B.S. degree or a substitute can be a High School diploma with (4) years of strong administrative support or related field experience.

C.1.6.17. Graphic Artist/Designer: Develops and designs layouts across all mediums (print and electronic) that have a clear focus, theme, and message for intended audiences.

Minimum Education/Experience: B.A./B.F.A. in design (e.g., graphics, marketing, or other discipline) with a minimum of (5) years of experience in graphics or advertising

C.1.6.18. Translators and Interpreters: Provides language translation and interpretation services at the level of a native speaker or as certified to be able to interpret and translate at the level of a native speaker.

Minimum Education/Experience: B.A./B.S. degree in an associated discipline or a substitute can be (2) years of relevant experience and accredited by the American Translators Association or other similar and pertinent accrediting and certification institution (e.g., health interpreters' organizations).

C.1.6.19. Warehouse Manager: Provides asset management system to monitor and track customer's office furniture and equipment inventory. Provides a physical inventory of furniture and furnishings, bar-coding services, including: developing bar code standards, bar-coding individual office items, and develops a bar code data base. Flow chart current processes and develops recommendations to improve processes. Manages the process for the proper disposition of Federal Government property in accordance with applicable rules and regulations, as required. Organizational skills and customer service shall be emphasized.

Minimum Education/Experience: B.A./B.S. or a substitute can be a High School diploma with strong administrative skills with (4) years of relevant experience.

C.1.6.20. Warehouse/Skilled Labor (Gen): Performs general labor tasks including loading, unloading, lifting, and moving materials, Experience operating heavy machinery in warehouse, i.e. forklifts.

Minimum Education/Experience: H.S. diploma/GED with (3) years of experience in the field or related area.

C.1.6.21. Unskilled Labor (Gen): Performs general labor tasks.

Minimum Education/Experience: H.S. diploma/GED with (1) year of experience in the field or related area.

C.1.6.22. Couriers: Provides services related to pick up and delivery of boxes, packages, and mail.

Minimum Education/Experience: H.S. diploma/GED with (2) years of experience in the field or related area.

C.1.6.23. System Engineer: Provides highly technical expertise in the use of complex applications. Evaluates and recommends available products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Provides direct support to consultants and other senior personnel.

Minimum Education/Experience: B.A./B.S. in Information Technology and (3) years of relevant experience.

C.1.6.24. Senior Analyst: Leads design of project solutions and manages project. Provides primary point of contact with client and is the senior technical advisor. Provides strategic guidance in areas of formulating requirements, analyzing project proposals, recommending optimum approaches and developing system design. Formulates specifications for developers to use in producing product deliverables.

Minimum Education/Experience: B.A./B.S. and a minimum of (7) years of experience with (4) years of supervisory responsibility.

C.1.6.25. Strategic Planner: Provides direction and guidance for program, task or event operations. Works closely with customer to develop and implement plan. Works with logistics coordinators and team members to develop and execute work plans.

Minimum Education/Experience: B.A./B.S. or (8) years of experience developing agenda for professional conferences and meetings.

C.1.6.26. Professional Trainer: Trains personnel by conducting formal classroom courses, workshops and seminars. Prepares instructor materials. Develops and revises courses and prepares appropriate training catalogs. Prepares student materials (training aids, presentations, course outlines, workbooks, handouts, completion certificates, and course critique forms).

Minimum Education/Experience: B.A./B.S. or a substitute can be a specialty accreditation or equivalent certification with (3) years of senior-level experience in the field or related area.

C.1.6.27. Call Center Staff: Serve as lead points-of-contact at contracted help desk and carries out help desk activities and responsibilities, including preparation, execution, and record-keeping related to timely response of phone, written, and in-person inquiries. Conduct information dissemination activities. Also serve as points-of-contact for troubleshooting computer equipment.

Minimum Education/Experience: H.S. diploma/GED with (2) years of experience in the field or related area.

C.1.6.28. Call Center Manager: Provides daily supervision and direction of help desk (inquiry response) responsibilities and activities. Oversees help desk and directs contractor-programs related to agency information dissemination . Provides first-point-of-contact troubleshooting computer equipment . Maintains documentation of help desk activities. Prepares reports and participates in planning meetings.

Minimum Education/Experience: H.S. diploma/GED with (4) years of experience in the field or related area.

C.1.6.29. Exhibit Designer: Responsible for lead design, oversight, production, delivery, and installation of exhibits and their accompanying materials. Design responsibilities include but are not limited to conceptualizing, designing, revising, and producing exhibits and their accompanying materials; updating and repairing existing materials; and overseeing transport, installation, and storage of property to and from designated site(s). Provides and/or makes recommendations for design, installation, and maintenance of exhibits and exhibit property for future use. Makes all necessary arrangements for exhibits in venues (tradeshows, Government sites, non-Federal, exhibit venues, et al.).

Minimum Education/Experience: B.A./B.S. in a relevant discipline and minimum of (2) years of related experience or equivalent combination of education and training that provides the required knowledge, skills, and abilities.

C.1.6.30. Exhibit Production Staff: Under supervision of the exhibit designer, prepares facilities for receipt and installation of materials associated with exhibit set-up, Interacts with facility personnel in coordinating booth assignments, and serves as a liaison for transport, lighting, set-up, security, and storage of exhibit materials.

Minimum Education/ Experience: B.A./B.S. in an associated discipline and minimum of (6) months of related experience or equivalent combination of education and training that provides the required knowledge, skills, and abilities.

C.1.7. Principal Task Areas

The performance location will depend on the requirements of the task orders. Historically, task order work has been performed primarily at the contractor site.

Note that the Government is unable to forecast or predict future task order volume.

Each NIH IC has their unique communication strategies and requires specific methods and skills to attain their goals. Therefore, each task order may require specific approaches and contracted support to be identified at that time.

C.1.7.1. Communications Research

Firms, business concerns, sellers of services, and contracted vendors awarded task and service orders under this effort hereinafter referred to as "Vendor" and/or " Vendors" will be required to provide the Government the full range of communications research services, including social marketing. Vendors will be required to design, plan, develop, design, execute, and otherwise deliver a wide range of strategic communication programs including but not limited to:

- a. Review and analysis of health, medical, and scientific literature;
- b. Completion of environmental scans;
- c. Development of research strategies, designs, and methods of analysis;
- d. Development of messages and branding programs;
- e. Development shared resources;
- f. Execution of market segmentation research;
- g. Focus group and audience testing;
- h. Design, development, execution, and reporting of approved surveys and polls;
- i. Organization of events related to agency communication programs, such as retreats and strategic planning sessions;
- j. Evaluation of agency communication programs; and
- k. Implementation of program evaluation activities, including best practice reviews.

Vendors shall furnish all requisite professional consulting services, advice, and expertise for developing strategic communications strategies as designated by individual agencies.

C.1.1.7.2 a. News Media Operations Support

Vendors shall be required to furnish a wide range of professional services, including the provision of advice and expertise for the Government's news media programs and activities. Vendors shall furnish all necessary staff, equipment, and professional expertise to help the agency meet agency media (news) operations goals. Vendor support shall include but will not be limited to analysis, strategic planning, outreach, news writing, events planning, briefings, contact and content development, audiovisual operations, and scientific, health, and medical news promotion and dissemination. Vendors will be required to plan, design, develop, and execute detailed media strategies for reaching desired targets, including but not limited to the following service goals:

- a) Assisting in the identification, segmentation, and analysis of media markets and outlets;
- b) Performing desired media analyses and evaluations to meet agency requirements, including but not limited to environmental scans, review and development of specialized lists of media outlets and contacts, researching potential new outlets and markets, evaluations, and expansion of potential social media efforts, preparing metrics and statistical studies, and development and execution of approved surveys and similar research;
- c) Providing specialized writing, editing, and events support for agency programs directed at the news media (e.g., backgrounders, press releases, press conferences, telebriefings); and
- d) Providing a range of audiovisual and web-based support for agency media-related programs, resources, and activities (e.g., editing news clips and summaries, preparing audiovisual segments and files, and producing web content).

To execute these requirements and thereby minimize the Government's risk, Vendors will be required to have proven capability—reflected in past performance and contracted strategic partnerships or teaming arrangements—to develop, maintain, update, refine, and expand initiatives aimed at reaching desired target audiences. Required expertise shall include proven knowledge of and experience with the principals and practices of journalistic (news) writing and Associated Press and US Government Publishing Office styles of writing and editing. Supplemental style guides, such as those used by the Executive Branch, may be utilized as required and furnished by the Federal Government. The Government shall also require access to contracted staff, expertise, and facilities for audio-visual production, media-related events support, and fast-track, high-impact, high-profile web dissemination for news and media resources and tools.

C.1.7.2 b. Media and Crisis Communication Training

Vendors shall design, plan, conduct, and furnish a wide range of media and crisis communications training programs for designated spokespersons and staff members, including but not limited to agency leadership, advisors, employees, contractors, consultants, and grantees, in both individual and group settings. Vendors shall develop and furnish all required materials. Trainers shall be executive leaders in their field(s). The Government reserves the right to review and approve any persons selected by Vendors to serve as trainers, as well as any associated staff required for training sessions. Vendors, trainers, and associated training staff shall employ complete confidentiality, tact, diplomacy, and discretion in any and all agency training activities.

C.1.7.3 a. Audience Outreach and Promotion

Vendors will be required to design and execute the full range of comprehensive communication and recruitment efforts targeted to specific audiences in support of agency outreach mandate. Vendors shall also have demonstrated technical and overall capability in designing and executing comprehensive national health, medical, or scientific outreach programs. Vendors will be required to furnish all necessary goods and services, including professional consulting services, advice, and expertise required for the production of communication programs and activities, including but not limited to education, prevention, recruitment, and awareness efforts designed to inform the broad public spectrum and reach target audiences.

C.1.7.3 b. Outreach to Target Populations/Health Disparities Programs

Vendors shall be required to design, test, execute, and evaluate communication research awareness efforts, including programs that have a recruitment component and/or are designed to reduce or eliminate health disparities as specified in agency task and service orders. Vendors shall furnish all necessary professional consulting services, expertise, and materials required for the development, execution, and evaluation of Federal communication and research recruitment efforts.

C.1.7.4. Materials Development

Vendors will be required to provide a full range of writing and editorial services, including but not limited to writing, proofreading, revising, copy editing, technical editing, and senior level editing in support of the development and production of high-quality publications and materials required by the Government. Vendors will be required to design and execute all aspects of electronic, digital and/or Web-based media, including but not limited to digitalized media files, blogs, audiovisual files, infographics, slides, presentations, graphics, and social media products and materials.

Vendors will be required to plan, design, develop, execute, duplicate, and furnish—to Government specifications and standards—high-quality, culturally competent health, medical, and scientific information, including but not limited to fact sheets, brochures, information sheets, posters, flyers, exhibits, newsletters, campaign materials, responses to inquiries, and Web content. The quality of work and available resources shall exceed what is routinely furnished with standard workstations (e.g., Word clip art, Windows desktop publishing). With few exceptions The Government shall require vendors to provide a draft concept for approval for each new or revised product and to comply with Federal clearance procedures and guidelines as directed by program office staff. Products and deliverables must be scientifically, technically, and statistically accurate. Materials developed for this purpose will become the property of the Government no later than at the conclusion of the task order.

C.1.7.5. Graphic Design

Vendors will be required to provide a full range of high-quality, visually attractive graphic design services, including but not limited to planning, designing, developing, revising, executing, and otherwise producing required communications materials and products. Vendors will be required to coordinate product development with the Government to ensure that Federal standards and expectations are met and that any and all products conform to the desired specifications.

C.1.7.6. Foreign Language Translation and Interpretation

The Government requires access to the full range of interpretation and translation services to support the production of a wide range of timely, accurate, effective, high-quality, culturally-competent products and materials communication products. Deliverables include but will not be limited to printed publications, reports, correspondence, scripts, campaign-related materials, transcriptions, summaries, instructions, articles, web content, correspondence, inquiry

responses, and other materials intended for non-English-speaking audiences. Requirements may extend to the provision of linguist support at high-level diplomatic events to members of the broader public. Vendors shall provide access to translation and interpretation support either through in-house capability, subcontracting arrangements, or by entering into novel partnerships. Additionally, and with few if any exceptions, deliverables shall be Section 508 compliant. Required work may be subject to short-turnaround and may require project management and supervision of contracted linguists by prime(s).

C.1.7.7. Information and Referrals (“Clearinghouses”)

As part of this SOW, the Government requires support for its efforts to disseminate health, medical, and scientific research findings related to advances in prevention, diagnosis, treatment, behavioral response, awareness, and other health improvement opportunities. This goal is accomplished in part through a network of information clearinghouses that serve to ensure and promote greater improvements in health outcomes across all communities and the general public. These clearinghouses are a critical component of the agency’s Congressionally-mandated public education mission. Users of information clearinghouse services include but are not limited to health professionals, patients, caregivers, family members, and at-risk persons, both within the United States and overseas. Vendors shall implement, operate, maintain, and furnish smoothly run, efficient, and fully-operational information centers for the Government, stressing skill, diplomacy, confidence, professionalism, tact, and a working knowledge of required subject matter. Inquiries range from answering simple questions to fulfilling publication orders; addressing complex, technical questions; and participating in ancillary exhibit programs, awareness efforts; and evaluation activities.

Required work includes but is not limited to:

- a) Recording, triaging, responding to, and resolving, written, e-mailed, telephoned, Web-based, and in-person inquiries received by agencies, including those received at health fairs and exhibits;
- b) Furnishing to the public current, accurate, research-based information about health, medical, and scientific topics, including but not limited to specific diseases, conditions, treatments, and prevention strategies;
- c) Implementing and maintaining resources including but not limited to indices of disease topics and synonyms for use by clearinghouse staff members in responding to requests for information;
- d) Designing and implementing procedures for handling inquiries, including but not limited to refining standard and customized responses;
- e) Developing strategies for handling difficult or complex questions while ensuring accountability and successful resolution of questions;
- f) Developing, updating, and disseminating materials related to campaigns; and
- g) Records management required and sufficient enough to ensure efficiency of operations and compliance with applicable laws, regulations, policies, and standard operating procedures (SOPs).

Vendors will be required to furnish all necessary facilities, equipment, supplies, goods, services, and qualified labor required by the Government for the accomplishment of this effort. The procurement requirements of Government agencies utilizing the acquisition will vary but will probably require the following tasks at a minimum:

- a) Providing, equipping, and staffing a fully functional, land-based, technologically advanced center for the Government’s call operations;
- b) Logging-in, opening, screening, and answering inquiries received by telephone, e-mail, postal mail, TTY, fax, or by other means, all within specified response times using standard and customized responses developed to Government standards;
- c) Fulfilling and mailing publication orders, including expedited requests and inquiries designated as ‘controlled’ through agency executive secretariats and other Executive Branch authorities;
- d) Generating and otherwise preparing mailing labels and required postal materials and supplies for mailing, tracking, and fulfilling orders;

- e) Maintaining records and logs of data concerning requests and orders in a fully-functional, automated tracking system;
- f) Responding to Government requests regarding the status of any or all inquiries and compiling, analyzing, and reporting on clearinghouse data and activities; and
- g) Sufficiently managing records to ensure efficiency of operations and compliance with applicable laws, regulations, policies, and standard operating procedures.

Clearinghouse source materials will include at a minimum the Internet, libraries and library systems, databases, and Government-vetted textbooks, journals, and professional resources. Vendors will be required to procure all requisite supplies and services, including but not limited to software programs and subscriptions to journals, magazines, newspapers and other media for support of Government communication programs.

Vendors will be required to apply Government standards, clearly-established Federal Plain Language guidelines, and widely-accepted Best Practices for customer service in the requirements of specific task orders.

C.1.7.8. Exhibit Development, Design, Production, Storage, and Transport

Vendors will be required to plan, design, develop, execute, duplicate, and furnish meeting and campaign-related exhibits and displays as specified in agency task orders. Vendors will be required to provide a full range of services required for production of meeting and exhibit related materials, including but not limited to newsletter and presentation design and production. Vendors will be required to assemble, prepare, pack, and ship exhibit materials for display and distribution at health, medical, and scientific meetings and events as required by specific task orders. The procurement requirements of Government agencies utilizing the acquisition will vary but will probably require the following tasks at a minimum:

- a) Coordinating the shipping, set-up, and return of exhibits and exhibit materials;
- b) Inventorying exhibit cases and shipped materials; and
- c) Coordinating repair, storage, and future shipment of exhibits and exhibit-related materials.

Some individual task orders may require vendors to update text and graphics on exhibits and to arrange travel supply and staffing for IC-related exhibit programs .

C.1.7.9. Meeting, Conference, and Event Support

Federal agencies require a full range of virtual and in-person meeting-related services, including but not limited to initial concept development, early planning (e.g., agenda development, venue selection, reservations, budgeting, event file establishment and maintenance); graphic design support (e.g., signage and materials production); participant correspondence; registration; travel and guest services; audiovisual requirements; meals and hospitality (in accordance with the latest HHS Efficient Spending Policy or other relevant policies and guidelines); message center operation; and post-event services. Vendors shall fulfill the following event needs of Federal agencies to ensure execution of successful meetings:

- a). Planning, site selection, and meeting contract negotiation and coordination;
- b) Registration and logistics, including hospitality;
- c) Message center operations, registration support, and event business services ;
- d) Contractor graphic support;
- e) Travel and transportation for agency-designated participants and materials;
- f) Government-authorized and allowable consulting fees, honoraria, and expense reimbursements;
- g) Design, production, and on-time delivery of high-quality ancillary materials;

- h) Duplication services;
- i) Event promotion and marketing;
- j) Event set-up, including site requirements and audiovisual, electronic, and Web support ;
- k) Exhibit signage and display production;
- l) Secretarial and clerical support, including transcription and records management;
- m) Production of books, reports, presentations, and interactive media;
- n) Supply services, equipment, parts, accessories, staffing, labor, climate control, and power needs required for installation of non-permanent and temporary exposition and exhibition space, including but not limited to rental and installation of canopies and tents; and
- o) File maintenance, records management, and event archiving.
- p) Propose virtual event strategies with capabilities for live meetings, breakout rooms of any size indicated, and combination of live broadcast and pre-recorded sessions.
- q) Expertise working with various virtual platforms (e.g., MS Teams, Webex, Zoom, etc.)
- r) Propose and oversee best technology platform based on requirement needs, ensuring quality and functionality.
- s) Coordinate planning for virtual meetings ensuring participants have access to electronic agendas, program schedules, and online registration.
- t) Assist participants with technology difficulties as it pertains to any meeting platform and virtual meeting environment (e.g., websites, mobile applications, etc.)
- u) Coordinate and set up virtual round table discussions.
- v) Develop mobile web application that may serve as a hub for presentations, registrations, meeting content, and any other relevant information.
- w) Maintain the mobile application and ensure functionality.

C.1.7.10. IT Requirements

Given the increasing popularity and utility of the web as the preferred environment for many Federal communications efforts, the Government anticipates that it will require a wide range of IT-related goods and services required under task order contracts awarded in this effort. At the NIH, most if not all IT-based deliverables are slated for publication and production on the principal NIH website, nih.gov, and on contractor-designed and–developed Websites, such as those used for events and educational campaigns. Others will be developed, maintained, and hosted on campus. Websites, such as those provided by the NIH Office of Information Technology (OIT) and the agency’s Center for Information Technology (CIT). Some may require ongoing support (e.g., development and/or hosting) on contractor-provided servers. In general, the Government requires services in a wide variety of areas, including but not limited to development of innovative, high-quality content, applications, and programs that meet and exceed the needs of users and Web-enabled communications applications and enhancements for use in Congressionally mandated health information efforts and agency reporting, public outreach and engagement, and public trust and transparency programs and activities. Vendors shall plan, design, refine, and execu high-quality, visually attractive, audience-appropriate, and fully functional products and content for publication in a state-of-the art, Web-based/digital environment. For the overall project, Vendors shall also furnish all staffing, equipment, materials, and expertise sufficient for accomplishing the Government’s requirements, ranging from early-phase development, (e.g., identifying, researching, designing, developing, refining, revising, and testing), to final production (e.g., enhancing, monitoring, maintaining, and inventorying). Each IC has their unique IT environment. Therefore, each task order may require specific specialties and support that will be identified at that time.

Vendors shall coordinate any and all product development with the Government to ensure that Federal standards and expectations are met and that any and all products conform to desired specifications. Deliverables shall be compatible with and shall interface with the Government's own computers, systems, and platforms. Features and applications include but are not limited to the following:

- a) Digital repositories/depositories and other systems for storage of images and audiovisual files;
- b) Web pages and Web content, including Section 508 compliant deliverables;
- c) Training materials and Web applications for printing out completion and award certificates;
- d) Searchable full-text documents;
- e) Adobe files/PDFs;
- f) Streaming media and edited or complete audiovisual clips and files;
- g) Alternative formats for documents;
- h) Feature boxes and slides;
- i) Approved URLs and links;
- j) PowerPoint slides and other presentation materials;
- k) Reports, summaries, captions, and transcriptions;
- l) Animation and interactive multimedia;
- m) Distribution lists, RSS feeds, and/or other subscription or subscriber options and approaches;
- n) Online technical requisites, including forms, licenses, permissions, survey materials, and certificates;
- o) Content Management (CMS) applications;
- p) New media and social media content and applications;
- q) Event-related requirements, including event Websites, registration applications, and event broadcasts; and
- r) Other content, materials, applications, and programs, including health, scientific, and medical information in all media formats.

In executing this task area at the NIH, Vendors shall work with the OD Online Information Branch (OLIB), OIT, and CIT in the development of any project as required and appropriate. Vendors will be integrally involved in the development of information, content, applications, programs, systems, and databases. Vendors shall employ and incorporate existing templates and design approaches for consistency and for purposes of minimizing confusion on the part of users. All deliverables shall be subject to Government clearance and approval prior to launch and/or public site production.

The Government anticipates that Vendors shall also provide consulting services, advice, and counsel aimed at improving upon or building upon Federal IT approaches, products, and materials. Vendors shall provide technical expertise and feedback as may be required. Input shall include researching new tools and emerging technologies; analyzing implementation strategies; assessing the applicability of new technologies, assisting with the planning and implementation of novel approaches and methodologies; and providing additional guidance to Program Office staff related to emerging technologies, effective Web analytics, accessibility, usability, and appropriateness.

C.1.7.10b. Web Design, Development, and Management

Vendors will be required to consult with and coordinate efforts with Federal IT and program office staff to design, develop, analyze, troubleshoot, evaluate, refine, redesign, revise, test, and execute Web content, Websites and

ancillary Web-based products. Examples of deliverables include but are not limited to Internet/Intranet Websites, technologies, applications, products, and systems, all designed to interface with the Government's computers.

Examples of specific deliverables include but are not limited to those items outlined above under C.1.7.10 IT R . Additionally, Vendors will be required to assist agencies with design , operation, management, and maintenance of a number of Federal Websites and will perform a range of responsibilities related to ongoing planning, development, management, and maintenance of Federal Websites, specifically:

- a) Reviewing and updating Websites regularly for problems, errors, inaccuracies, non-functionality and compliance with applicable standards, guidelines, and regulations;
- b) Producing accurate, well-written and designed, error-free Web content and ensuring that Federal Websites remain accurate, up-to-date, and accessible at all times;
- c) Remaining current on new and emerging technologies and approaches that may apply to Federal Websites and the virtual environment;
- d) Proactively proposing and implementing forward-thinking improvements and enhancements for the Federal Government's Websites;
- e) Protecting all information used, gathered, or developed in the execution of task orders awarded under this effort;
- f) Complying with IT systems security and privacy specifications set forth by the Government; and
- g) Establishing and implementing appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and equipment.

C.1.7.10c. Preservation, Cataloging, and Storage of Web-based and Other Digital Content

An additional area of required support focuses on the collection and preservation of Federal Websites, images, and other digital content. The Government may require the assistance of a multidisciplinary team of staff capable of providing advice and supporting Federal efforts to evaluate, select, collect, catalog, preserve, and establish access to Web-based materials for future use by the public. Vendor staff, subcontractors, partners, teaming members, and consultants shall support agency goals of systematically organizing, archiving, managing, and sustaining digital content for future access. Deliverables may include but will not be limited to images and graphics, Websites, and audiovisual content. The Government anticipates a need for a wide range of support for images and graphics, extending to tagging, modifying, organizing, cataloging, and preparing files for number of uses (e.g., on the web, as framed art, and in presentations). Task orders may require Vendors to expand agency understanding and work with the Government to build infrastructure and tools for capturing and preserving digital content and identifying challenges and best practices.

C.1.7.10d. Web Site Usability Testing

Section 508, the 1998 Amendment to Section 508 of the Rehabilitation Act, requires that all Websites and associated content be equally accessible to people with disabilities. This applies to Websites, Web applications, and requisite related files. Section 508 currently applies to intranet as well as public-facing Web pages and extends to all HHS Websites, internal or external, owned, managed or funded by Operating and Staff Divisions, whether developed by staff or acquired through contracts, cooperative agreements, grants and/or formally established partnerships with other government entities and/or the private sector. For comprehensive guidance, the Government will require Vendors to refer to hhs.gov/web. Vendors shall provide Web usability evaluation and testing to ensure that Government- and Government-supported Websites are (1) well-engineered and accessible to the Government's many diverse audiences and (2) comply with required accessibility and usability standards.

C.1.7.10e. Database Design, Development, and Management

Vendors will be required to plan, design construct, develop, manage, maintain, improve, troubleshoot, refine, evaluate, test, and implement databases, technologies, applications, products, and systems for communicating information and compiling, storing, analyzing, and managing data. Types of data include but are not limited to bibliographies, catalogs, events, customers, outreach materials, events-related materials, survey results, reports,

contacts, calendars, archives, publications, training modules, public input and inquiry responses, fulfillment statistics, slides, PDFs, certificates of completion, budget information, and inventories. Vendors shall be required to provide strategies/implementation plans to improve and build upon existing databases, technologies, applications, products, and systems; investigate and price potential new approaches; and provide technical expertise and feedback to Government staff.

C.1.7.10f. Information Tracking and Referral

Vendors will be required to plan, design construct, develop, manage, and maintain fully-functional, state-of-the-art mechanisms, procedures, and systems for use in tracking mentions of each agency or in reporting specific issues and topics that appear in the media or elsewhere as required. Items that merit attention will be forwarded to Government personnel for action and approval as specified in task orders. Information tracking may be required as part of individual tasks outlined in this SOW.

C.1.7.10g. Security

IT-related tasks in service orders awarded under this effort will require a Federal security clearance and background check. The Government requires Vendors to (1) have in place a number of safeguards and procedures in support of agency operations and assets and (2) to develop, document, implement and otherwise contribute to agency-wide information security programs designed to safeguard information and information systems. This requirement will pertain to systems provided or managed by Federal agencies, Vendors and their subcontractors, consultants, partners, and other personnel.

The Government may also require additional security controls such as but not limited to: Federal Desktop Configuration Controls, Security Awareness Training, access to contractors' worksites, and or logical access to any hosting facility and the Certification and Accreditation of any and all government systems regardless of location.

Vendors are subject to Federal law and HHS policies, including those of the NIH, governing information security in the creation, processing, storage and or transmission of information belonging to the government without exception.

The Government may require Vendors to submit to and undergo background investigations for their personnel, including any and all Vendor personnel, subcontractors, and others who have (1) access to sensitive information, (2) access to Federal information systems, (3) regular or prolonged physical access to Federally-controlled facilities, or (4) any combination thereof.

C.1.7. 11. Inventories/Warehouse/Distribution/Services

Vendors will be required to manage a full range of inventory control services, including but not limited to receiving, cataloging, storing, tracking, maintaining, and shipping communication materials. The Government will require preparation of routine tracking and inventory reports as outlined in specific task orders to assist in planning future production needs. Requirements will vary according to specific agency procurement needs. If required by specific task orders, agencies will require Vendors to negotiate, establish, procure, and maintain postal boxes for receipt of official Government mail. Vendors should note that the Government permits publications, exhibits, and other items not considered to be Federal records to be stored in Vendor warehouses.

Vendors will be required to furnish the full range of mailing services, including but not limited to generating mailing labels; preparing publications for bulk or mass mailings; fulfilling individual piece mailings ; and labeling and preparing mailing materials for the timely, accurate, complete, and successful accomplishment of the Government's mailing and transport requirements.

Vendors shall provide clean, safe, climate-controlled, and organized warehouse space and staff to organize, store, and large quantities of inventory items as specified in task orders. Examples of items to be inventoried, stored, and transported includes but are not limited to current and archived publications, exhibits, tapes, archived materials, artwork, and exhibits. Agencies will require Vendors to undertake and complete physical inventory counts as directed in specific task orders.

Unless otherwise stated in individual task orders, Vendors will be required to transport materials by courier between agency facilities and other venues in the consolidated Greater Baltimore-Washington Metropolitan Area and will be required to arrange and handle overnight delivery through one or more firms specializing in such services. Vendors

will be required to provide all necessary machinery, equipment, and staffing, including but not limited to handcarts, electric pallet jacks, forklifts, and currently licensed staff for operating machinery as required for the execution of this task.

Vendors will be required to provide a wide range of duplication services to the Government, including high-speed, high volume, and color output equipment for timely, accurate, high-quality duplication, production, and mailing of materials. All deliverables shall be clear and readable and will meet widely accepted standards of uniformity and accuracy as specified in task orders. Vendors shall furnish all necessary staffing, labor, and services required to accomplish large-scale reproduction, including but not limited to duplicating, collating, assembling, mailing, and distributing agency materials and products.

C.1.8 – HHS Force Majeure Clause

HHS Conference hosts and contract service providers acting on HHS's behalf must use the approved, required Force Majeure clause below in venue contract to limit HHS's liability for cancellation and other damages.

·Responsibility of the Contractor:

Prior to entering into a third-party contract (the hotel) for venues, the prime contractor shall submit the proposed contract to the task order contracting officer for review. The prime contractor, on its own, cannot obligate the Government.

·Cancellation Matrix:

The prime contractor shall include terms and conditions in the third-party venue (hotel) contract that reduce or eliminate the Government's liability in the event of cancellation. The cancellation fees shall not exceed the following percentages:

- o Up to 30 days prior to the event: Cancellation permitted with no (0%) penalty.
- o 15 to 29 days prior to the event: Contractor (and therefore the government) will be liable for: no more than 75% of the total costs (meeting rooms and audiovisual equipment).
- o 14 days prior to the event: Contractor (and therefore the government) will be liable for no more than 100% of the total costs (meeting rooms and audiovisual equipment).

When a Government cancellation results in penalty, the contractor shall promptly contact the third-party venue (hotel) to ensure every effort is made to offer the cancelled space to other parties to reduce the Government's penalty. The contractor shall only be reimbursed for actual penalties paid by the contractor.

The Government shall not be charged for cancellations of room blocks. All third-party contracts for lodging (hotel room blocks) shall cancel automatically within 48 hours of the check-in-date for rooms that are not guaranteed by the task order/contract order or the individual federal employee's government travel card.

·Excusable Delays:

The performance of this contract is subject to cancellation without penalty or fee upon the occurrence of any circumstance beyond the control of either party, excusable delays include, but not are limited to: acts of God, war, weather driven events, acts of terrorism, government shut down, U.S. congress decisions, government regulations, natural disasters, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstances make it illegal or impossible for the hotel to provide, or for groups in general to use the hotel facilities.

·Good Faith Effort

In the event of cancellation, less than 29 days prior to the event by the government, under the provisions of this contract, if the third party (hotel) resells the sleeping rooms, function space or any portion thereof, the charges will be applied against the cancellation fee. The contractor agrees to ensure the third party (hotel) accepts the responsibility to minimize any actual monetary harm or damages it may otherwise incur or suffer from unused sleeping rooms, or related revenue. Therefore, the contractor will ensure the third party (hotel) will make a good faith effort to book

additional groups or organized business meetings or otherwise sell the sleeping rooms and related accommodations made available by the cancellation. Should the third party (hotel) replace the group with another group, all or a portion of the cancellation fee will be refunded based upon the replacement value to the mutual agreement of the government and the contractor.

ARTICLE C.2. REPORTING REQUIREMENTS

All reports shall be submitted electronically.

These reports 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: <https://www.hhs.gov/web/section-508/index.html> and at: <https://www.section508.gov/create/documents>, "Create Accessible Documents."

a. Technical Progress Reports

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) __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.

2. Section 508 Annual Report

The Contractor must submit an annual Section 508 report in accordance with the schedule set forth by the task order Contracting Officer (CO)/Contracting Officer's Representative (COR). The Section 508 Report Template and Instructions for completing the report are available at: https://www.hhs.gov/sites/default/files/web/508/contracting/technology/section_508_annual_report.doc.

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The base period of performance of this contract shall be a period of five (5) years after award.

ARTICLE F.2. DELIVERIES

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

c. Delivery Address

Addresses/addressees will be identified at the task order level

- d. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above Mondays through Fridays (excluding Federal Holidays) between the hours of 8:30 a.m. and 5:30 p.m. EST only. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.

ARTICLE F.3. TIME OF DELIVERY

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

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 applicable to this contract.

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

52.247-35, F.o.b. Destination Within Consignees Premises (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. MASTER CONTRACT CONTRACTING OFFICER REPRESENTATIVE (COR)

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

Jeff Klein, COR

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 master contract 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 master contract Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

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

Name	Title
	Program Manager
	Deputy Program Manager

ARTICLE G.3. TASK ORDER PROCEDURE

This contract provides for the issuance of Task Orders 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 covered by a task order requirement in writing. A Task Order Request for Proposals (TORP) will be prepared and issued for each task order requirement.

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

1. Statement of Work;
2. Reporting Requirements and Deliverables;
3. Proposal Due Date and 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 TORP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order.

Contractors are not required to propose on all TORP. Those Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORP. An election not to propose on a given TORP will not negatively affect or prohibit a Contractor from competing on future TORPs.

c. Competitive Ordering Process.

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

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

d. Evaluation and Award of Task Order Proposals

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

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

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

e. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued 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).

ARTICLE G.4. INVOICE SUBMISSION

- a. Invoice Instructions are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.
- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.
- c. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

"I hereby certify that the salaries charged in this invoice are in compliance with HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of the above referenced contract."

ARTICLE G.5. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (Nov 2021)

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

ARTICLE G.6. 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.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- a. Contractor Performance Evaluations

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

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional

information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the master contract 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.8. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the task order Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," Appendix Q, which can be found at: <https://web.archive.org/web/20111015044731/http://www.hhs.gov/hhsmanuals/>

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. NEEDLE EXCHANGE, HHSAR 352.270-12 (December 2015)

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

(End of clause)

ARTICLE H.2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

ARTICLE H.3. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

The Contractor shall not use contract funds to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act, except for normal and recognized executive-congressional communications. This limitation shall not apply when the Government determines that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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 (**to be determined at task order level**) 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 task order Contracting Officer Representative (COR) and the task order Contracting Officer has issued written approval to proceed.

ARTICLE H.6.1. 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: **(To be selected at the Task Order Level)**
 - **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:

(Each task order may or may not involve PII and that such determination would be made at the task order level)

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.

I. **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 task order Contracting Officer (CO) and/or task order 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

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) located at: <https://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/HHS-Closeout-Directive-2018.pdf>. HHS EA requirements are located at: <https://www.hhs.gov/web/governance/digital-strategy/it-policy-archive/hhs-policy-for-enterprise-architecture.html> 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.7. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74 (December 2015).

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973(29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.
- b. The Section 508 accessibility standards applicable to this contract or order 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.8. 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:

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

NIH Policy Manual Chapter 1184, " Preparation and Clearance of Scientific, Technical, and Public Information Presented by NIH Employees or Produced for Distribution by NIH ," is applicable to this contract. <https://policymanual.nih.gov/1184>

[X] 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>

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

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

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

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

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

"NIH 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.9. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

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

The Contractor shall provide the task order Contracting Officer with the name(s) and location(s) of the commercial records storage facility used to store materials under this contract. In addition, the Contractor shall provide a copy of the "Records Storage Certification Statement," found at: <https://www.archives.gov/records-mgmt/storage-standards->

<http://www.nara.gov/toolkit/certification-statement.html> self-certifying that the facility being used to store federal records meets established

NARA standards. NARA Standards are available at: <https://www.govinfo.gov/content/pkg/CFR-2013-title36-vol3/pdf/CFR-2013-title36-vol3-part1234.pdf>

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

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

ARTICLE H.10. 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.11. 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:

Specific information will be determined at the task order level

ARTICLE H.12. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

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

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

For R&D Contracts:	For Non R&D Contracts:
Dr. Sheryl K. Brinings	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.13. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <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.14. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

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

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

ARTICLE H.15. CONSTITUTION DAY

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

ARTICLE H.16. 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 task order 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 task order Contracting Officer and are hereby authorized under this contract:

Con 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		

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

ARTICLE H.17. 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 task order 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 task order Contracting Officer Representative (COR) and task order 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 task order COR and task order 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 task order COR and task order 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 task order 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 task order Contracting Officer, the task order 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 task order Contracting Officer, the task order 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.18. 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 task order 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 task order Contracting Officer's Representative (COR) and task order 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 task order COR and task order Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The task order Contractor shall immediately notify the task order COR and task order 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 task order 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 task order Contracting Officer, the task order 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 task order COR.

ARTICLE H.19. 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.20. 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 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 Clauses **52.215-15, Pension Adjustments and Asset Reversions** (Oct 2010); **52.215-18, Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (Jul 2005); and, **52.215-19, Notification of Ownership Changes** (Oct 1997), are deleted in their entirety.
- b. FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (Dec 2010) is deleted in its entirety.
- c. FAR Clause **52.222-54, Employment Eligibility Verification** (May 2022) is deleted in its entirety.
- d. **Alternate I** (Apr 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (Aug 1987), is hereby deleted in its entirety and **Alternate II** (Apr1984) of FAR Clause **52.243-1, Changes, Fixed Price** (Aug 1987), is substituted therefor.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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 **52.204-2, Security Requirements** (Mar 2021).

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

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

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

4. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply or Services** (May 2014).

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

6. FAR Clause **52.216-4, Economic Price Adjustment - Labor and Material** (Nov 2021).

7. 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].

8. FAR Clause **52.224-1, Privacy Act Notification** (Apr 1984).

9. FAR Clause **52.224-2, Privacy Act** (Apr 1984).

10. FAR Clause **52.227-14, Rights in Data - General** (May 2014).

11. FAR Clause **52.227-17, Rights in Data--Special Works** (Dec 2007).

12. FAR Clause **52.227-18, Rights in Data--Existing Works** (Dec 2007).

13. FAR Clause **52.227-19, Commercial Computer Software License** (Dec 2007).

14. FAR Clause **52.227-21, Technical Data Declaration, Revision, and Withholding of Payment--Major Systems** (May 2014).

The following technical information is applicable to this clause:

To be determined at the task order level if needed

15. FAR Clause **52.232-18, Availability of Funds** (Apr 1984).
16. FAR Clause **52.237-3, Continuity of Services** (Jan 1991).
17. FAR Clause **52.239-1, Privacy or Security Safeguards** (Aug 1996).
18. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).
19. FAR Clause **52.245-1, Government Property** (Sept 2021).
20. FAR Clause **52.245-9, Use and Charges** (Apr 2012).
21. FAR Clause **52.246-23, Limitation of Liability** (Feb 1997).
22. FAR Clause **52.246-24, Limitation of Liability - High-Value Items** (Feb 1997).

Alternate I (Apr 1984) is applicable to this contract

23. FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (Jun 2003).
24. FAR Clause **52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels** (Nov 2021).
25. FAR Clause **52.247-68, Report of Shipment (REPSHIP)** (Feb 2006).

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

1. 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.)

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

This contract incorporates the following clauses in full text.

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

1. FAR Clause 52.204-21, **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 **52.209-9, 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 (FAPIIS) 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--
 - 1. The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--
 - i. Government personnel and authorized users performing business on behalf of the Government; or
 - ii. The Contractor, when viewing data on itself; and
 - 2. The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - i. Past performance reviews required by subpart 42.15;
 - ii. Information that was entered prior to April 15, 2011; or
 - iii. Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- c. The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - 1. If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - 2. The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - 3. As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- d. Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause).

3. FAR Clause **52.216-18, 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 _____ through _____.
- 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).

4. 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, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Master contract.
- b. **Maximum Order.** The Contractor is not obligated to honor--
 1. Any order for a single item in excess of \$1,000,000,000 .
 2. Any order for a combination of items in excess of \$1,000,000,000 ; or
 3. A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- c. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- d. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause).

5. 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 after 365 days after expiration of master contract.

(End of clause).

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

(To be determined at the task order level)

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

(End of clause).

7. FAR Clause **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations** (Jun 2020).

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

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is--

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) *Costs.* (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

- (2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) *Liability.* The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) *Flowdown.* The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

8. FAR Clause **52.247-67, Submission of Transportation Documents for Audit** (Feb 2006).

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

[To be filled in by the Task Order Contracting Officer]

(End of clause).

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

1. HHSAR **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 **52.222-42, Statement of Equivalent Rates for Federal Hires** (May 2014)

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this contract

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 1	Invoice Instructions with IPP	See attached folder
Attachment 2	Government Property Schedule	To be determined at the task order level
Attachment 3	Commitment to Protect Non-Public Information Contractor Agreement	See attached folder
Attachment 4	Roster of Employees Requiring Suitability Investigations	See attached folder
Attachment 5	Employee Separation Checklist	See attached folder
Attachment 6	Conference Expense Offset Worksheets	See attached folder
Attachment 7	COVID-19 Return to Work Guidance	See attached folder
Attachment 8	HHS Section 508 Product Assessment Template	See attached folder
Attachment 9	Invoicing Instructions without IPP	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)