

CONTRACT

SECTION A – SF-1449 FORM

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

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. 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 a qualified 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 Contracting Officer. A competitive price analysis will be performed and properly documented to prove price competition was obtained or justification for not obtaining competition. If use of GSA Schedules is authorized, the contractor shall follow the requirements of FAR 8.4 before placing the order.
- 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

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

	Labor Categories	Base Year Rates	Option Year 1 Rates	Option Year 2 Rates	Option Year 3 Rates	Option Year 4 Rates
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	Courier					

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. MULTIPLE AWARD IDIQ

- 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 \$200.00 and the maximum contract amount, for the base year and all option years exercised, shall not exceed \$500,000,000.00.
- b. The costs set forth in this ARTICLE will cover the Base contract period Plus (4) Option years.
- c. The Government will compete and award Task Orders based on the work described in SECTION C of this contract.
- d. The anticipated type of task orders will be Firm-fixed price, Time and Materials, Labor Hour, or Hybrid type contracts. Each Task Order will stand alone and will be issued in accordance with FAR 16.505(a)(b).
- e. Ordering procedures are described in the Task Order Procedure Article in Section G of this contract.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

PUBLIC INFORMATION & COMMUNICATION SERVICES CONTRACT (PICS)

C.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. 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.

C1.2 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 \$30 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.

C1.3 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 allow for a number of contract types and terms, including firm fixed-price, time and material, and labor hour.

This contract 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.

C1.4 Contract Environment

C1.4.1 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 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 Contracting Officer. A competitive price analysis will be performed and properly documented to prove price competition was obtained or justification for not obtaining competition. If use of GSA Schedules is authorized, contractors shall follow the requirements outlined in FAR 8.4 ("Misconduct") before placing the order.
- 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.
- k) 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.

C1.4.2 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 be 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.

C1.4.3 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 Contracting Officer (CO) and 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.

C1.4.4 Applicable 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.

C1.5 Management Structure

Contractors shall institute and maintain a management structure to respond to and negotiate task order request for proposals. 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.

C1.6 Labor Category Descriptions/Experience for Principal Task Areas

C1.6.1. 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.

C1.6.2. Deputy Program Manager: Serves as the project manager for large, complex task order (or a group of task orders). Able to assist the Program Manager in working with the Government's CO, the 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.

C1.6.3. 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 program manager.

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

C1.6.4. 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 (3) years of relevant experience.

C1.6.5. 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 (1) years of relevant experience.

C1.6.6. 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 of Section 508 standards as well as experience with design-related graphics and relevant applications such as Adobe.

C1.6.7. 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.

C1.6.8. 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: Must have relevant experience and training that provides the required knowledge, skills, and abilities.

C1.6.9. 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.

C1.6.10. 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 experience.

C1.6.11. 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.

C1.6.12. 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.

C1.6.13. 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.

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.

C1.6.14. 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.

C1.6.15. 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.

C1.6.16. 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 High School diploma and (3) years of strong administrative support or related field experience.

C1.6.17. 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

C1.6.18. 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 (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).

C1.6.19. 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 High School diploma with strong administrative skills and (4) years of relevant experience.

C1.6.20. 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 or its equivalent with (3) years of experience in the field or related area.

C1.6.21. Unskilled Labor (Gen): Performs general labor tasks.

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

C1.6.22. Couriers: Provides services related to pick up and delivery of boxes, packages, and mail.

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

C1.6.23. 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: Must have relevant experience and training that provides the required knowledge, skills, and abilities.

C1.6.24. 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.

C1.6.25. 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. and/or (8) years of experience developing agenda for professional conferences and meetings. Experience in developing and implementing marketing plans and building exhibits.

C1.6.26. 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 specialty accreditation or equivalent certification and (3) years of senior-level experience in the field or related area.

C1.6.27. 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: Must have relevant experience and training that provides the required knowledge, skills, and abilities.

C1.6.28. 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: Must have relevant experience and training that provides the required knowledge, skills, and abilities.

C1.6.29. 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.

C1.6.30. 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.

C1.7. Principal Task Areas

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 services including but not limited to:

- Review and analysis of health, medical, and scientific literature;
- Completion of environmental scans;
- Development of research strategies, designs, and methods of analysis;
- Development of messages and branding programs;
- Development of shared resources;
- Execution of market segmentation research;
- Focus group and audience testing;
- Design, development, execution, and reporting of approved surveys and polls;
- Organization of events related to agency communication programs, such as retreats and strategic planning sessions;
- Evaluation of agency communication programs; and
- 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.

2a. 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 AP and GPO 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.

2b. 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.

3a. 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.

3b. 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.

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.

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.

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).

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.

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.

9. Meeting, Conference, and Event Support

Federal agencies require a full range of 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 in accordance with Federal travel regulations;
- 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.

10a. 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 executive 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).

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.

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 10. 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.

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.

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.

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.

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.

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.

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.

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format.

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

a. Technical Progress Reports

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required. These reports will 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: 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) No hard copies of these reports will be required as follows:

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

2. Summary of Salient Results

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

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

1. 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. Information Security and Physical Access Reporting Requirements

The Contractor shall submit the following reports as required by the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract. Note: Each report listed below includes a reference to the appropriate subparagraph of this article.

3. Section 508 Annual Report

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

SECTION D - PACKAGING, MARKING AND SHIPPING

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The Base period of performance of this contract shall be a period of One (1) year after award.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Option Period One	A period of One year after end of Base Period
Option Period Two	A period of One year after end of Period One
Option Period Three	A period of One year after end of Period Two
Option Period Four	A period of One year after end of Period Three

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/addresses 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 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <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. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

Jeffrey Klein, COR, Level III

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

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

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

The Government may unilaterally change its COR designation.

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

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

(End of Clause)

The following individual(s) are considered to be essential to the work being performed hereunder. Key Personnel shall meet the qualifications outlined at C.1.6.

Name	Title
	Program Manager
	Deputy Program Manager

ARTICLE G.3. TASK ORDER PROCEDURE

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

a. General

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Though requirements will originate from NIH or another Federal Agency, all Task Order Request for Proposals (TORPs), will be issued from the PICSII Contracting Officer or Representative. 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 within a technical area 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 TORPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORP. An election not to propose on a given TORP will not negatively affect or prohibit a Contractor from competing on future TORPs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Task Order.

c. Competitive Ordering Process.

1. All Contractors will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.
2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will

not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:

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

d. Evaluation and Award of Task Order Proposals

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

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

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

e. Fair Opportunity

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

2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
 - i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
 - ii. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
 - iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

ARTICLE G.4. INVOICE SUBMISSION

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

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

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

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

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

Task Order Contracting Officer
 Office of Acquisitions

_____ Room ____
 _____ MSC ____
 _____ - ____

E-mail: [To be Determined at the Task Order Level]

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

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is [To Be Determined at the Task Order Level] .

- b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
- c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
- d. Invoice Matching Option. This contract requires a three-way match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. The Contract Title is:

Public Information and Communication Services II (PICS II)
- g. Contract Line Items as follows:

Line Item #	Line Item Description

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.

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

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

(End of Clause)

ARTICLE G.6. GOVERNMENT PROPERTY

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

property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf.

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

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

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

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

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

ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

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

b. Electronic Access to Contractor Performance Evaluations

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

<http://www.cpars.gov>

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

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

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

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

(End of clause)

ARTICLE H.3. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

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

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

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

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

(End of clause)

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

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

ARTICLE H.6. OMB CLEARANCE

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

ARTICLE H.7. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE H.8. GUN CONTROL

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

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

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

ARTICLE H.10. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-6, Option for Increased Quantity set forth in SECTION I. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the rates of the contract will be increased as set forth in the Article in SECTION B of this contract.

ARTICLE H.11. INFORMATION AND PHYSICAL ACCESS SECURITY

A. HHS-Controlled Facilities and Information Systems Security

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

c. Position Sensitivity Levels:

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

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

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

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

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

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

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

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

All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract.

Contractors may begin work after the fingerprint check has been completed.

- e. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
- f. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
- g. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled

information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

- h. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
- i. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

B. Standard for Security Configurations

1. The Contractor shall configure its computers that contain HHS data with the latest applicable United States Government Configuration Baseline (USGCB) and/or other approved HHS IT Security Configurations. (See: <https://usgcb.nist.gov/>)

Note: Approved security configurations include, but are not limited to, those published by the Department, the OpDiv/StaffDiv, and the [National Institute of Standards and Technology \(NIST\)](#). OpDiv/StaffDivs may have security configurations that are more stringent than the minimum baseline set by the Department or NIST. When incorporating such security configuration requirements in solicitations and contracts, the OpDiv CISO and/or Information System Security Officer (ISSO) shall be consulted to determine the appropriate configuration reference for a particular system or services acquisition.)

2. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS and must adhere to all NIH configuration standards and policies (See: <https://ocio.nih.gov/InfoSecurity/Policy/Pages/CM.aspx>. Security configurations will be determined at the task order level.
3. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capability to ensure its products operate correctly with USGCB configurations and do not alter USGCB settings - (See: <http://scap.nist.gov/validation>) . The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.
4. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
5. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
6. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (See: <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

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

C. Standard for Encryption language

- a. The Contractor shall use Federal Information processing Standard (FIPS) 140-2-compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).
- b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/groups/STM/cmvp/>) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.
- c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf>). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.
- d. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).
- e. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
- f. The Contractor shall ensure that its subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

D. Security Requirements For Federal Information Technology Resources

- a. **Applicability.** This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and related resources. This clause does not apply to national security systems as defined in FISMA.
- b. **Contractor responsibilities.** The Contractor is responsible for the following:
 1. Protecting Federal information and Federal information systems in order to ensure their -

- a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
 - b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
 - c. Availability, which means ensuring timely and reliable access to and use of information.
2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.
 3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.
- c. **Contractor security deliverables.** In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:
1. **IT Security Plan (IT-SP)** - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.
 - a. The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:
 - i. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.
 - ii. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.
 - iii. HHS-OCIO Information Systems Security and Privacy Policy.
 2. **IT Risk Assessment (IT-RA)** - due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.
 3. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** - due within 30 days after contract award. The FIPS

199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

4. **IT Security Certification and Accreditation (IT-SC&A)** - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.
- a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.
 - b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:
 - i. Annual testing of the system contingency plan; and
 - ii. The performance of security control testing and evaluation.
- d. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.
- e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.
- f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.
- g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -
- a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
 - b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.
- h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.
- i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

- j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.
- k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

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

E. Additional NIH Requirements

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

a. Information Type:

Administrative, Management and Support Information:

Security Categorization will be determined at the Task Order Level

Mission Based Information:

Security Categorization will be determined at the Task Order Level

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

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

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

2. INFORMATION SECURITY TRAINING

The contractor shall comply with the below training:

a. Mandatory Training

- i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information, shall complete the NIH Computer Security Awareness Training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

- ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

b. Role-based Training

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

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

c. Rules of Behavior

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

3. PERSONNEL SECURITY RESPONSIBILITIES

The contractor shall comply with the below personnel security responsibilities:

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

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

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

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

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

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

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

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

5. VULNERABILITY SCANNING REQUIREMENTS

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

ARTICLE H.12. COMMUNICATIONS MATERIALS AND SERVICES

To build and maintain public trust; promote credibility and consistency; minimize 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 may require the contractor to perform one or more of the following at the Task Order Level:

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

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

[X] Use the NIH name and logo.

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

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

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

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

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

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

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

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

ARTICLE H.13. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

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

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

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

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

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

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

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

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

ARTICLE H.16. CONFIDENTIALITY OF INFORMATION

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

The following information is covered by this article:

To be determined at the Task Order Level (Statement of Work)

ARTICLE H.17. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

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

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

For R&D Contracts:	For Non R&D Contracts:
Dr. Sherry Mills	Dr. Richard G. Wyatt

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

ARTICLE H.18. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

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

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

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

ARTICLE H.20. CONSTITUTION DAY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment 15 in SECTION J) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment 16 in SECTION J) to the COR and Contracting Officer.

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

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

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

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

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

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

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

See the policy announcement for additional details and definitions at:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html>

ARTICLE H.25. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

ARTICLE H.26. OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

a) Government personnel observe the following Holidays:

New Year's Day, Martin Luther King Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas

b) In addition to the days designated as Holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President's Proclamation

c) It is understood and agreed between the Government and the Contractor that observance of such days by the Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during the holiday, they may be reimbursed by the Contractor however, no form of holiday or other direct or indirect cost, other than their normal compensation for the time worked will be provided. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

d) When the Government grants excused absence to its employees, assigned contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer.

- e) When HHS/NIH grants administrative leave to its Government employees, on-site Contractor personnel shall also be dismissed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In the instance of unscheduled facility closing due to snow or other inclement weather, presidential order, or other reason determined by the OPM, the Government shall not pay the Contractor for services not rendered. It shall be the Contractor's responsibility to determine how its employees are compensated for the day.

ARTICLE H.27. PROMOTING EFFICIENT SPENDING

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

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

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

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

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

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

Any task order awarded as a result of this contract will:

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

ARTICLE H.28. OFF RAMP OF CONTRACTORS

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

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

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

ARTICLE H.29. RAMP ON OF CONTRACTORS

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

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

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

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

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

The complete listing of these clauses may be accessed at:

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

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

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

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

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

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

- a. **Alternate IV** (October 2010) of FAR Clause **52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications** (October 2010) is added.
- b. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (January 2017), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- c. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.
- d. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (January 2017) is deleted.
- e. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
- f. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.
- g. FAR Clause **52.249-8, Default (Fixed-Price Supply And Service)** (April 1984) is applicable to this contract.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

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

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

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

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).
2. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2011).
3. FAR Clause **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (October 2016).
4. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (November 2015).
5. FAR Clause **52.216-4, Economic Price Adjustment - Labor and Material** (January 2017).
6. FAR Clause **52.217-8, Option to Extend Services** (November 1999).
 "...The Contracting Officer may exercise the option by written notice to the Contractor within 60 - Days
7. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (November 2011).
Alternate I (November 2011) is not applicable to this contract.
Alternate II (November 2011) is not applicable to this contract.
8. FAR Clause **52.219-14, Limitations on Subcontracting** (January 2017).
9. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (July 2013).
10. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011).
 Alternate I (May 2011) is not applicable to this contract.
 Alternate II (May 2011) is not applicable to this contract.
11. FAR Clause **52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products** (October 2015).
 Alternate I (June 2014) is not applicable to this contract.

12. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).
 13. FAR Clause **52.224-2, Privacy Act** (April 1984).
 14. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
 15. FAR Clause **52.227-19, Commercial Computer Software License** (December 2007).
 16. FAR Clause **52.228-5, Insurance - Work on a Government Installation** (January 1997).
 17. FAR Clause **52.232-18, Availability of Funds** (April 1984).
 18. FAR Clause **52.237-3, Continuity of Services** (January 1991).
 19. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).
 20. FAR Clause **52.242-4, Certification of Final Indirect Costs** (January 1997).
 21. FAR Clause **52.245-1, Government Property** (January 2017).
 22. FAR Clause **52.245-9, Use and Charges** (April 2012).
 23. FAR Clause **52.246-25 Limitation of Liability-Services** (February 1997).
 24. FAR Clause **52.251-1, Government Supply Sources** (April 2012).
- b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:
1. HHSAR Clause **352.208-70, Printing and Duplication** (December 2015)
 2. HHSAR Clause **352.211-2, Conference Sponsorship Request and Conference Materials Disclaimer** (December 2015)
 3. HHSAR Clause **352.211-3, Paperwork Reduction Act** (December 2015)
 4. HHSAR Clause **352.231-70, Salary Rate Limitation** (December 2015)

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

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

(For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top

of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted.)

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

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. This contract incorporates the following clauses in full text.

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

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

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

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

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

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

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

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

b. Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (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 <http://www.acquisition.gov>.*
- b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--*
 - 1. *The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--*
 - i. *Government personnel and authorized users performing business on behalf of the Government; or*

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

(End of clause)

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

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued up to (60) Months after date of award.
- 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** (October 1995)

- a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$200.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- b. **Maximum Order.** The Contractor is not obligated to honor--
 - 1. Any order for a single item in excess of \$100,000,000.00 .
 - 2. Any order for a combination of items in excess of \$100,000,000.00 ; 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.

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

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

(End of clause)

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

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS.

7. FAR Clause **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations** (May 2014)

(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.

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

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

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

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

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

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

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

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

(4) Program or project title, if any.

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

(i) Name and address of the subcontractor.

(ii) Amount of the subcontract award.

(iii) Date of the subcontract award.

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

(End of clause)

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

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Invoice Instructions for NIH Fixed Price Contracts NIH(RC)-2	https://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2_508.pdf
Attachment 2:	Privacy Act System of Records	http://oma.od.nih.gov/public/MS/privacy/PFiles/read02systems.htm
Attachment 3:	Government Property Schedule	https://pics.olao.od.nih.gov/PICSII_Attachments/Attachment_12_Government_Furnished_Property.pdf
Attachment 4:	Roster of Employees Requiring Suitability Investigations	https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx
Attachment 5:	Employee Separation Checklist	https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf
Attachment 6:	Pre Conference Worksheet	Contractor Pre-Conference Expense Offset Worksheet, 1 page. Located at: http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Pre-Conf-worksheet.pdf
Attachment 7:	Post Conference Worksheet	Post Conference Expense Offset Worksheet, 2 Pages. Located at http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Post-Conf-worksheet.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

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

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

(End of Clause)

End of the schedule

(Contract)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Privacy Act Systems of Records Notices (SORNs) or System Notices

There are three types of System Notices that can be cited to cover record systems: Internal, Government and Central.

Internal Notices:

1. Owned by each federal agency to cover their internal records (e.g., HHS, NIH and other OPDIVs);
2. Often referred to as “umbrella” system notices;
3. National Institutes of Health SORNs begin with 09-25-xxxx; and
4. Department of Health & Human Services SORNs begin 09-90-xxxx.

Government Notices:

1. All federal agencies may use these notices to cover government-wide record systems (e.g., OPM, OGE, EEOC, FEMA, GSA, etc.);
2. The physical records contained within the record system belong to the respective federal agency;
3. OPM still retains some authority over the records, e.g., during an appeal process; and
4. Notices begin with GOVT-1, 2, etc.

Central Notices:

1. Owned by OPM who maintains full responsibility for the central record systems (e.g., Personnel Investigations Records);
2. Federal agencies are permitted to maintain copies; and
3. Notices begin with CENTRAL-1, 2, etc.

Listed below are the Privacy Act Systems of Records Notices most commonly referenced within NIH for its record systems:

NIH Internal Systems

[09-25-0005](#), Administration: Library Operations and NIH Library User I.D. File, HHS/NIH

[09-25-0007](#), Administration: NIH Safety Glasses Issuance Program, HHS/NIH/ORS

[09-25-0011](#), Clinical Research: Blood Donor Records, HHS/NIH/CC

[09-25-0012](#), Clinical Research: Candidate Healthy Volunteer Records, HHS/NIH/CC

[09-25-0014](#), Clinical Research: Student Records, HHS/NIH/OD/OIR/OE

[09-25-0033](#), International Activities: Fellowships Awarded by Foreign Organizations, HHS/NIH/FIC

[09-25-0034](#), International Activities: Scholars-in-Residence Program, HHS/NIH/FIC

[09-25-0036](#), Extramural Awards and Chartered Advisory Committees (IMPAC 2), Contract Information (DCIS), and Cooperative Agreement Information, HHS/NIH

[09-25-0041](#), Research Resources: Scientists Requesting Hormone Distribution, HHS/NIH/NIDDK

[09-25-0054](#), Administration: Property Accounting (Card Key System) HHS/NIH/ORS

[09-25-0078](#), Administration: Consultant File, HHS/NIH/NHLBI

[09-25-0087](#), Administration: Senior Staff, HHS/NIH/NIAID

[09-25-0099](#), Clinical Research: Patient Medical Records, HHS/NIH/CC

[09-25-0105](#), Administration: Health Records of Employees, Visiting Scientists, Fellows, and Others Who Receive Medical Care Through the Employee Health Unit, HHS/NIH/ORS

[09-25-0106](#), Administration: Office of the NIH Director and Institute/Center Correspondence Records, HHS/NIH/OD

[09-25-0108](#), Personnel: Guest Researchers, Special Volunteers, and Scientists Emeriti, HHS/NIH/OHRM

[09-25-0115](#), Administration: Curricula Vitae of Consultants and Clinical Investigators, HHS/NIH/NIAID

[09-25-0118](#), Contracts: Professional Services Contractors, HHS/NIH/NCI

[09-25-0121](#), International Activities: Senior International Fellowships Program, HHS/NIH/FIC

[09-25-0124](#), Administration: Pharmacology Research Associates, HHS/NIH/NIGMS

[09-25-0140](#), International Activities: International Scientific Researchers in Intramural Laboratories at the National Institutes of Health, HHS/NIH/FIC/ORS/DIRS

[09-25-0156](#), Records of Participants in Programs and Respondents in Surveys Used to Evaluate Programs of the Public Health Service, HHS/PHS/NIH/OD

[09-25-0158](#), Administration: Records of Applicants and Awardees of the NIH Intramural Research Training Awards Program, HHS/NIH/OD/OIR/OE

[09-25-0160](#), United States Renal Data System (USRDS), HHS/NIH/NIDDK

[09-25-0165](#), National Institutes of Health (NIH) Office of Loan Repayment and Scholarship (OLRS) Records System, HHS/NIH/OD

[09-25-0166](#), Administration: Radiation and Occupational Safety and Health Management Information Systems, HHS/NIH/ORS

[09-25-0167](#), National Institutes of Health (NIH) TRANSHARE Program, HHS/NIH/OD

[09-25-0168](#), Invention, Patent, and Licensing Documents Submitted to the Public Health Service by its Employees, Grantees, Fellowship Recipients, and Contractors, HHS/NIH/OD [**revised 10/3/06**]

[09-25-0169](#), Medical Staff-Credentials Files, HHS/NIH/CC

[09-25-0200](#), Clinical, Basic and Population-based Research Studies of the National Institutes of Health (NIH), HHS/NIH/OD

[09-25-0202](#), Patient Records on PHS Beneficiaries (1935-1974) and Civilly Committed Drug Abusers (1967-1976) Treated at the PHS Hospitals in Fort Worth, Texas, or Lexington, Kentucky, HHS/NIH/NIDA

[09-25-0203](#), National Institute on Drug Abuse, Intramural Research Program, Federal Prisoner and Non-Prisoner Research Files, HHS/NIH/NIDA

[09-25-0207](#), Subject-Participants in Pharmacokinetic Studies on Drugs of Abuse and on Treatment Medications, HHS/NIH/NIDA

[09-25-0208](#), Drug Abuse Treatment Outcome Study (DATOS), HHS/NIH/NIDA

[09-25-0209](#), Subject-Participants in Drug Abuse Research Studies on Drug Dependence and in Research Supporting Investigational New Drug and New Drug Applications, HHS/NIH/NIDA

[09-25-0210](#), Shipment Records of Drugs of Abuse to Authorized Researchers, HHS/NIH/NIDA

[09-25-0211](#), Intramural Research Program Records of In-and Out-Patients with Various Types of Alcohol Abuse and Dependence, Relatives of Patients with Alcoholism, and Healthy Volunteers, HHS/NIH/NIAAA

[09-25-0213](#), Administration: Employee Conduct Investigative Records, HHS/NIH/OD/OM/OA/OMA

[09-25-0216](#), Administration: NIH Electronic Directory, HHS/NIH (to be renamed NIH Enterprise Directory, and amended to include a proposed new use for emergency notification purposes.)

[09-25-0217](#), NIH Business System (NBS), HHS/NIH

[09-25-0223](#), NIH Records Related to Research Misconduct Proceedings, HHS/NIH

HHS Internal Systems

[09-90-0005](#), Safety Management Information System (HHS Accident, Injury, and Illness Reporting System)

[09-90-0006](#), Applicants for Employment Records

[09-90-0009](#), Discrimination Complaints Records

[09-90-0010](#), Employee Assistance Program (EAP) Records

[09-90-0016](#), HHS Motor Vehicle Operator Records

[09-90-0018](#), Personnel Records in Operating Offices, HHS/OS/ASPER

[09-90-0020](#), Suitability for Employment Records, HHS/OS/ASPER (to be renamed HHS Personnel Security, and amended to be compliant with the new I.D. badge procedure under HSPD-12.)

[09-90-0024](#), Financial Transportation of HHS Accounting & Finance Offices (Renamed per 7/1/2005 FR), Unified Financial Management System (UFMS)

[09-90-0028](#), Biographics and Photographs of HHS Officials

[09-90-0036](#), Employee Suggestion Program Records

[09-90-0039](#), National Disaster Claims Processing System

[09-90-0058](#), Freedom of Information Case File & Correspondence Control Index

[09-90-0059](#), Federal Advisory Committee Membership Files

[09-90-0095](#), Management Information System Efficiency Reporter (MISER)

09-90-0777, Identification and Credentialing Issuance Station and System, HHS/OCID (in draft form - to cover personal identity verification (PIV) card holders as well as short-term employees, temporary guests and visitors).

[09-40-0010](#), Pay, Leave and Attendance Records, HHS/PSC/HRS

[98-32-625](#), Privacy Act of 1974; Republication of System Notices

Federal Government Systems

[OGE/GOVT-1](#), Executive Branch Personnel Public Financial Disclosure Reports and Other Name-Retrieved Ethics Program Records

[OGE/GOVT-2](#), Executive Branch Confidential Financial Disclosure Reports

[OPM/GOVT-1](#), General Personnel Records

National Science Foundation (NSF)

[NSF-6](#), Doctorate Records File

[NSF-43](#), Doctorate Work History File

EMPLOYEE SEPARATION CHECKLIST

Contractor: _____ Contract No: _____

Departing Staff Member's Name: _____ Separation Date: _____

Check and complete one of the columns below as appropriate:

I. FRIENDLY SEPARATION		II. UNFRIENDLY SEPARATION	
Date (Mandatory)	Action	Date (Mandatory)	Action
	Remove all network and system access privileges.		Disable system access as quickly as possible—preferably just before the individual is notified of his or her dismissal.
	Collect any authentication tokens.		Terminate access to systems immediately when an employee notifies the Department of a resignation that is on unfriendly terms.
	Retrieve any access cards or Departmental identification badges.		Notify support functions (e.g., help desk) that an employee is no longer authorized access.
	Recover all keys.		Restrict the area and function of employees during the period between termination and leaving.
	Brief employee on continuing confidentiality and privacy responsibilities.		Immediately notify the Project Officer, appropriate NIH security officials, and the assigned IT Systems Manager of the time of removal.
	Review any employee contracts that remain valid after separation.		Request the Project Officer to have the combinations changed on all locks to which the contractor employee has access.
	Return property belonging to the United States Government.		Collect any authentication tokens.
	Identify any unique problems, filing schemes, or data backups created by the employee.		Retrieve any access cards or Departmental identification badges.
	Instruct employees on proper “clean up” procedures for their personal computers (PC) before leaving.		Recover all keys.
	Determine the employee’s access termination date, and notify the Project Officer, appropriate NIH security officials, and the assigned IT Systems Manager within 24 hours of the time of termination.		Review the employee's duties and responsibilities under this contract with the Project Officer and assess the level of risk to the Government.
	Notify the Project Officer in writing upon completion of these actions.		Escort individual off premises in cases where the potential for retaliation is high.
			Notify the Project Officer in writing upon completion of these actions.

CERTIFICATION: By signing below, I certify that the above actions were taken on the dates indicated.

Signature and Date

Typed Name of Individual Authorized to Certify for Contractor

Title of Individual Authorized to Certify for Contractor

Contractor Pre-Conference Expense Offset Worksheet

Contract Number: _____

Task Order/Work Assignment Number: _____

Conference Title: _____

	Estimated Conference Expense/Registration Information	Dollar Estimate
1.	Direct Labor (specify by labor category)	
2.	Materials	
3.	Reproduction Costs	
4.	Conference Space/Meeting Rooms	
5.	Travel and/or Per Diem (deduct meals that are provided)	
6.	Hotel/Accommodations/Lodging rooms	
7.	Speaker Fees/Honoraria/Stipend	
8.	Audio Visual or other presentation costs	
9.	Transcription or Recording services	
10.	Light Refreshments	
11.	Meals	
12.	Other Direct Costs (list all other expenses and the associated costs for each)	
13.	Indirect Expenses (Fringe, Overhead, G&A)	
14.	Fee (if applicable)	
15.	Total Estimated Conference Costs (Sum of lines 1 - 14)	
16.	Per Person Registration Fee	
17.	Estimate of Fee Paying Attendees	
18.	Estimate of Total Registration Fees Collected (line 16 x line 17) <i>*Must be less than Total Estimated Conference Costs (line 15)</i>	
19.	Estimated Conference Costs Minus Registration Fee (line 15 – line 18)	

NIH estimates that it will take 180 minutes to complete this form. This includes time for reviewing the instructions, gathering needed information, and completing the form. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. If you have comments regarding this burden estimate or any other aspects of the collection of information, including suggestions for reducing this burden, send comments to NIH Project Clearance Office, 6705 Rockledge Drive MSC 7974, Bethesda, MD 20892-7974, Attention: PRA (0990-0115). Do not return the completed form to this address.

Post-Conference Expense Offset Worksheet

1. Institute/Center (IC): _____
2. Project Officer: _____ Phone No: _____
3. Contracting Officer: _____ Phone No: _____
4. Contact person (if different than PO): _____ Phone No: _____
5. Contract Number: _____
6. Task Order/Work Assignment Number (if applicable): _____
7. Contractor: _____
8. Conference Title: _____
9. Date(s) of Conference: _____
10. Description of the number and type of attendees:
 - a. No. of Federal Attendees _____
 - b. No. of HHS Federal Attendees _____
 - c. No. of Non-HHS Federal Attendees _____
 - i. No. of Non-HHS Federal Attendees charged a registration fee _____
 - ii. Rationale for charging registration fee:

 - iii. No. of Non-HHS Federal Attendees **not** charged a registration fee _____
Rationale for not charging registration fee:

- d. No. of Non-Federal Attendees _____
 - i. No. of Non-Federal Attendees to be charged a registration fee _____
Rationale for charging registration fee:

 - ii. No. of Non-Federal Attendees **not** charged a registration fee _____
Rationale for not charging registration fee:

- e. Total No. of Attendees _____ (lines 10a + 10d)
- f. Total No. of Fee-Paying Attendees _____ (lines 10.c.i + 10 d.i)
- g. Total Registration Fees Collected (Offset): \$ _____

Post-Conference Expense Offset Worksheet

Contract Number: _____

Task Order/Work Assignment Number: _____

Conference Title: _____

	Conference Expense/Registration Information	Actual Dollar Amt.
1.	Direct Labor (specify by labor category)	
2.	Materials	
3.	Reproduction Costs	
4.	Conference Space/Meeting Rooms	
5.	Travel and/or Per Diem (deduct meals that are provided)	
6.	Hotel/Accommodations/Lodging rooms	
7.	Speaker Fees/Honoraria/Stipend	
8.	Audio Visual or other presentation costs	
9.	Transcription or Recording services	
10.	Light Refreshments	
11.	Meals	
12.	Other Direct Costs (list all other expenses and the associated costs for each)	
13.	Indirect Expenses (Fringe, Overhead, G&A)	
14.	Fee (if applicable)	
15.	Total Conference Costs (Sum of lines 1 - 14)	
16.	Per Person Registration Fee	
17.	No. of Fee Paying Attendees	
18.	Total Registration Fees Collected (line 16 x line 17) <i>*Must be less than Total Conference Costs (line 15)</i>	
19.	Conference Costs Minus Registration Fee (line 15 – line 18)	

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