

REQUEST FOR PROPOSALS No. 75N98020R00010

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NOTICE TO OFFERORS

1. Questions must be submitted electronically to Robert Burdette at robert.burdette@nih.gov no later than 2:00 pm local prevailing time on April 2, 2020.
2. Please note that page limitations have been placed herein upon the sizes of a technical proposal and business proposal. Any submission exceeding the number of page limitations will not be evaluated.
3. Proposals must be received by the Government at the OFFICIAL POINT OF RECEIPT by the date and time specified in this Solicitation. The proposals are to be submitted electronically as specified in this Solicitation.

This requirement is being processed by the Office of Logistics and Acquisition Operations (OLAO), Office of Acquisition and Logistics Management (OALM), National Institutes of Health (NIH); for the Office of Intramural Research (OIR), NIH.

PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Requisition or other Purchase Authority:		
2. Request for Proposal (RFP) Number: 75N98020R00010	3. Issue Date: March 20, 2020	4. Set Aside: [] No [X] See Part IV Section L
5. Title: Specialized and Strategic Services to Support the National Institutes of Health Intramural Research Program		
6. ISSUED BY: Office of Logistics and Acquisition Operations (OLAO) Office of Acquisition and Logistics Management (OALM) National Institutes of Health (NIH) 6011 Executive Boulevard, Rm. 637J Bethesda, MD 20892	7. SUBMIT OFFERS TO: See Block 8 below.	
8. Proposals for furnishing the supplies and/or services in THE SCHEDULE shall be submitted electronically to the person listed in Block 11 below by no later than 2:00 pm local time on April 20, 2020. Offers will be valid for 120 days unless a different period is specified by the offeror.		
9. This solicitation requires the electronic submission of proposals to the person listed in Block 11 below by no later than 2:00 pm local time on April 20, 2020. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE OFFICE OF LOGISTICS AND ACQUISITIONS MANAGEMENT, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH subparagraph (c)(3) of FAR Clause 52.215-1, <i>Instructions to Offerors--Competitive Acquisition</i> ," LOCATED IN SECTION L.1. OF THIS SOLICITATION.		
10. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. Offerors must access the CCR through The System for Award Management (SAM) at http://www.sam.gov		
11. FOR INFORMATION CALL: Robert Burdette, Contracting Officer PHONE: 301-594-8028 e-Mail: robert.burdette@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
		Robert Burdette Contracting Officer OLAO, OALM, OD, NIH

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this contract is to acquire complex, specialized and strategic services to support the activities of the National Institutes of Health (NIH) Intramural Research Program (IRP) across all NIH Institutes, Centers, and Offices (ICOs). It is trans-NIH, intramurally focused, and requires highly qualified and experienced personnel capable of providing a full range of specialized, strategic, technical and operational services. This requirement provides support that is critical to the broad range of NIH intramural biomedical and clinical research activities in-process, planned and unanticipated (due to new or re-emerging health threats and science advances).

ARTICLE B.2. CONTRACT TYPE

This is an Indefinite-Delivery, Indefinite Quantity (IDIQ) contract as contemplated by *Federal Acquisition Regulation (FAR) 16.504*. Under this contract, all Task Orders shall be issued by the Contracting Officer

Task Orders issued under this contract may be Firm-Fixed-Price (FFP) (FAR 16.202), Time-and-Materials (T&M) (FAR 16.601), or a combination thereof.

ARTICLE B.3. PRICES

For the Unrestricted portion of the solicitation:

- a. Unless the Government exercises its option pursuant to ARTICLE B.4., OPTION PRICES; and the option provisions in ARTICLE I.4. ADDITIONAL CLAUSES INCLUDED IN FULL TEXT, below; this contract consists only of a Base Period of July 1, 2020, through June 30, 2021, as specified in ARTICLE F.1, ORDERING PERIOD.
- b. During the performance of this contract, the Contractor shall be reimbursed by the Government in an amount not less than a total of \$3,600 (minimum) nor more than a total of \$105,000,000 (maximum) for delivery of the services specified in the Statement of Work.
- c. Upon delivery and acceptance of the services during the Base Period as specified in the Statement of Work, the Government shall compensate the Contractor at an amount negotiated at task order award. Task Order compensation will be negotiated on the basis of the ceiling Labor Rates set forth below:

[To be completed at award (see Pricing attachment)]

For the Small Business Set-Aside portion of the solicitation:

- d. Unless the Government exercises its option pursuant to ARTICLE B.4., OPTION PRICES; and the option provisions in ARTICLE I.4. ADDITIONAL CLAUSES INCLUDED IN FULL TEXT, below; this contract consists only of a Base Period of July 1, 2020, through June 30, 2021, as specified in ARTICLE F.1, ORDERING PERIOD.
- e. During the performance of this contract, the Contractor shall be reimbursed by the Government in an amount not less than a total of \$250 (minimum) nor more than a total of \$5,000,000 (maximum) for delivery of the services specified in the Statement of Work.
- f. Upon delivery and acceptance of the services during the Base Period as specified in the Statement of Work, the Government shall compensate the Contractor at an amount negotiated at task order award. Task Order compensation will be negotiated on the basis of the ceiling Labor Rates set forth below:

[To be completed at award (see Pricing attachment)]

ARTICLE B.4. OPTION PRICES

- a. Pursuant to FAR Clauses 52.217-8, *Option to Extend Services (November 1999)*, and 52.217-9, *Option to Extend the Term of the Contract (March 2000)*, set forth in ARTICLE I.4. ADDITIONAL CLAUSES INCLUDED IN FULL TEXT, below; the Government may, by unilateral modification, require the Contractor to deliver services during the Optional Periods as specified in the Statement of Work and ARTICLE F.1, ORDERING PERIOD. If the Government exercises this option, notice must be given to the Contractor within the time frame for this notice is set forth in ARTICLE I.4. ADDITIONAL CLAUSES INCLUDED IN FULL TEXT, below.
- b. Under FAR clauses 52.217-8, *Option to Extend Services (November 1999)*, the Government has the unilateral right to extend the period of performance of this contract up to an additional six (6) months “*within the limits and at the rates specified in the contract.*”

c. Option for Services during Option Periods:

The option periods for this contract do not have a separate minimum or maximum quantity.

Upon delivery and acceptance of the services during the Option Periods as specified in the Statement of Work, the Government shall compensate the Contractor at an amount negotiated at task order award. Task Order compensation will be negotiated on the basis of the ceiling Labor Rates set forth below:

[To be completed at award (see Pricing attachment)]

ARTICLE B.5. ADVANCE UNDERSTANDINGS

None

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, materials, equipment, transportation, tools, supervision, facilities, and other items; and non-personal services, not otherwise provided by the Government, necessary to perform the Statement of Work, dated 13 February 2020. All Task Orders shall be issued within scope of the Statement of Work (SOW) set forth in SECTION J – LIST OF ATTACHMENTS, attached hereto and made a part of this contract.

ARTICLE C.2. REPORTING REQUIREMENTS

a. All reports required under this contract are specified in the SOW.

b. Reporting on Select Agents or Toxins and/or Highly Pathogenic Agents

For work involving the possession, use, or transfer of a Select Agent or Toxin and/or a Highly Pathogenic Agent, the following information shall also be included in each *Monthly Activity Report*:

1. Any changes in the use of the Select Agent or Toxin including initiation of "restricted experiments," and/or a Highly Pathogenic Agent, that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the IBC or equivalent body or institutional biosafety official.
2. If work with a new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent will be conducted in the upcoming reporting period, provide:
 - a. A list of each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent that will be studied;
 - b. A brief description of the work that will be done with each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent and whether or not the work is a Select Agent or Toxin restricted experiment as defined in the Select Agents Regulation 42 CFR Part 73, Section 13.b (<http://www.selectagents.gov/Regulations.html>) or listed on the U.S. National Select Agents Registry restricted experiments website (<http://www.selectagents.gov/index.html>);
 - c. The name and location for each biocontainment resource/facility, including the

name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by your IBC or equivalent body or institutional biosafety official. It must be noted if the work is being done in a new location or different location.

- d. For work with Select Agents performed in the U.S. provide documentation of registration status of all domestic organizations where Select Agent(s) will be used. For work with Select Agents performed in a non-U.S. country prior NIAID approval is required.

If the IBC or equivalent body or institutional biosafety official has determined, for example, by conducting a risk assessment, that the work that has been performed or is planned to be performed under this contract may be conducted at a biocontainment safety level that is lower than BSL3, statement to that affect shall be included in each *Monthly Activity Report*.

If no work involving a Select Agent or Toxin and/or a Highly Pathogenic Agent has been performed or is planned to be performed under this contract, a statement to that affect shall be included in each *Monthly Activity Report*.

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's 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, the NIH OIR COR is the authorized representative of the Contracting Officer for this contract.
- c. Inspection and acceptance will be performed in Room 333, Building 1, 1 Center Drive, National Institutes of Health, Bethesda, MD 20892-3207.
- d. Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.
- e. 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 52.246-4, *Inspection of Services – Fixed-Price (August 1996)*

SECTION F - DELIVERIES AND PERFORMANCE

ARTICLE F.1.ORDERING PERIOD

The ordering period of this contract shall be for a 12-month Base Period of July 1, 2020, through June 30, 2021, with three (3) successive 12-month Option Periods.

Base Period: July 1, 2020, through June 30, 2021
Option Period 1: July 1, 2021, through June 30, 2022
Option Period 2: July 1, 2022, through June 30, 2023
Option Period 3: July 1, 2023, through June 30, 2024

ARTICLE F.2. PLACE OF PERFORMANCE

The Contractor shall perform work (including subcontracted work) described herein at NIH Federally-controlled facilities at the NIH Main Campus in Bethesda, Maryland; at other NIH Federally-controlled facilities in and outside of the Bethesda, Maryland, area; and at non-Federally controlled facilities in and outside of the Bethesda, Maryland, area. Each Task Order issued under this contract shall specify the place of performance.

Contract and Task Order Management, including administrative support of all work performed under this contract, shall be performed at the Contractor's facility.

ARTICLE F.3. TRANSPORTATION AND SHIPPING TERMS

- a. The F.O.B. point for this contract is indicated in Block 11 of page 1 of the Solicitation/Contract form. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this contract.
- b. "F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.
- c. "F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this contract provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).
- d. For this contract, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." All items will be delivered to the NIH OIR COR. The contractor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.
- e. "F.O.B. Destination" means free on board at destination; i.e., the seller or consignor

delivers the goods on seller's conveyance at destination. Unless this contract provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

- f. For this contract, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The contractor will prepay all freight charges and will deliver to the NIH OIR COR. The contractor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

ARTICLE F.4. DELIVERY OF MATERIAL/SERVICES

- a. Delivery schedules will be at the direction of the NIH OIR COR under this contract. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the NIH OIR COR.
- b. Shipments delivered under this contract shall be addressed as directed by the NIH OIR COR and marked as indicated below.

Contract No. *****
Task Order No. *****
Attention: *****
Room 333, Building 1
1 Center Drive
National Institutes of Health
Bethesda, MD 20892-3207

ARTICLE F.5. DELIVERY TICKETS

- a. All shipments/deliveries/services under this contract shall be accompanied by a delivery ticket or packing slip and shall contain the following:
1. Name of Contractor
 2. Contract Number
 3. Task Order Number
 4. Date of Purchase
 5. Itemized List of Supplies or Services
 6. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
 7. Date of Delivery or Shipment
 8. Name, Building and Room Number of Person Placing Order
 9. Delivery/Consignee Address
- b. Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

ARTICLE F.6. DELIVERIES

- a. All deliverables shall be in accordance with the specifications and “Deliverables/Delivery Schedule” contained in the SOW and any Task Order SOW.
- b. All documents required herein shall be submitted in electronic format. In addition, one hardcopy of each document shall be submitted to the NIH OIR COR.
- c. Requirements for accessibility based on the Revised Section 508 Standards of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant to this contract for the Section 508 Criteria specified in the attached *Accessibility Requirements Tool* (ART).
- d. Before acceptance, when the Contractor is required to perform testing to validate conformance to the Revised Section 508 accessibility requirements specified in this contract, the Contractor shall provide a *Supplemental Accessibility Conformance Report* (SAR) that contains the following information:
 - Accessibility test results based on the required test methods.
 - Documentation of features provided to help achieve accessibility and usability for people with disabilities.
 - Documentation of core functions that cannot be accessed by persons with disabilities.
 - Documentation on how to configure and install the Information and Communication Technology (ICT) item to support accessibility.
 - When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.
 - Before final acceptance, the Contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.
- e. Before acceptance, the Government reserves the right to perform independent testing to validate that the ICT solution provided by the Contractor conforms to the applicable Revised 508 Standards.
- f. Before final acceptance of any ICT item, including updates and replacements, if the Contractor claims its products or services satisfy the applicable Revised 508 Standards specified in the SOW, and the Contracting Officer determines that any furnished ICT item is not in compliance with such requirements, the Contracting Officer will promptly inform the Contractor in writing of the noncompliance. The Contractor shall, at no cost to the agency, repair or replace the non-compliant products or services within the period specified by the Contracting Officer.
- g. Electronic documents delivered must be made available in alternate formats when requested by the NIH OIR COR, including formats compatible with assistive technology, at no additional charge.
- h. All paper/hardcopy documents (including reports) submitted under this contract shall

be printed or copied, double-sided, on at least 30 percent post-consumer fiber paper, whenever practicable, in accordance with FAR 4.302(b).

- i. At the request of the NIH OIR COR, the Contractor shall provide deliverables, including written reports, presentations to NIH ICO staff, and other materials, in draft form for Government review and comment and in final form, conforming to schedule, format, and other requirements as specified by the NIH OIR COR. In addition to monthly activity and financial status reports, deliverables may include project plans, management briefings, other financial reports, analyses, evaluations, reviews, and other reports as required. Additional reports may be requested by the NIH OIR COR at any time during the period of performance.

SECTION G -CONTRACT ADMINISTRATION DATA

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

The following NIH OIR Contracting Officer's Representative(s) will represent the Government for the purpose of this contract.

COR: [To be completed prior to award of the contract]
Alternate COR: [To be completed prior to award of the contract]

The designated 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 SOW and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by the SOW; and (5) assisting in the resolution of technical problems encountered during performance.

The designated Alternate COR is responsible for carrying out the duties of the designated COR only in the event that the designated 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 the contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the SOW; (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 the contract; (5) otherwise change any terms and conditions of the contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in SECTION J, LIST OF ATTACHMENTS, below.

The Government may unilaterally change its COR designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352-237.75 (December 18, 2015)

The key personnel specified below 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 under this contract. 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. This contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individuals are considered to be essential to the work being performed hereunder:

Name	Title
Name	*****
Name	*****

[To be completed prior to award of the contract]

ARTICLE G.3. INVOICE SUBMISSION

a. Payment requests shall be submitted to the offices identified below. The Contractor shall submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with each payment request as instructed by the NIH OIR COR.

1. 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, Maryland 20892-8500

Note: The original payment request must be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice".

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

Contract No. *****
Task Order No. *****
Attention: *****
Room 333, Building 1
1 Center Drive
National Institutes of Health
Bethesda, MD 20892-3207

b. E-mail

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the approving official's 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, Task Order 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."**

c. Central Point of Distribution

Not required since this the Invoice Matching Option is **three-way** match.

d. Additional Invoicing Requirements

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:

1. Name of the Office of Acquisitions: The Office of Acquisitions for this contract is the following:

Office of Logistics and Acquisition Operations (OLAO)
National Institutes of Health
6011 Executive Boulevard, Rm. 637J
Bethesda, MD 20892

2. 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 this 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.

3. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in this contract and as registered in the System for Award Management (SAM) 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 this 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.
4. Invoice Matching Option. This contract requires a **three-way** match.
5. 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 held by an organization.
6. The Title of this contract is: **Specialized and Strategic Services to Support the National Institutes of Health Intramural Research Program**
7. Task Order Line Items as follows:

Line Item #	Line Item Description

[Line items will be specified in the award document and subsequent modifications.]

- e. Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-6452/496-6088.

ARTICLE G.4. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite the contract number; 2) citing an invalid contract number; or 3) having other discrepancies on the invoice.

Resolution and correction of the invoice will require the Contractor to contact the NIH OIR COR.

ARTICLE G.5. 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 as follows: No later than

30 days following June 30 of each year.

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

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

b. Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment at the following address: <http://www.cpars.gov>

ARTICLE G.6. METHOD OF ORDERING

a. Orders issued under this contract may be placed as follows:

- in writing
- via telephone
- via facsimile (fax)
- via electronic mail (e-mail)
- Oral [Oral Orders will be confirmed in writing within days of issuance.
- Other Specify: Electronic Government Ordering System (if implemented)

b. National Institutes of Health Contracting Officers are authorized to issue orders under the contract.

Paragraph c is applicable to the set-aside portion of this solicitation only and only in the event that multiple awards are made for the set-aside portion:

c. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:

- i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be

considered for the original order.

iv. It is necessary to place an order to satisfy a minimum guarantee.

2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:

i. For orders exceeding \$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).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. 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.2. 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.3. 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.4. GUN CONTROL

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

ARTICLE H.5. SUBCONTRACTING PROVISIONS

This article is only applicable to other than small business concerns.

a. Small Business Subcontracting Plan

1. The *Small Business Subcontracting Plan* dated ***** is attached hereto and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "*Utilization of Small Business Concerns*" incorporated in this contract and the attached *Small Business Subcontracting Plan*, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "*Liquidated Damages-Subcontracting Plan*."

b. Subcontracting Reports

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

3. Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

April 30th
October 30th
Expiration Date of Contract

4. Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer or designated official shall be included as a contact for notification purposes at the following e-mail address: CMSSDA@od.nih.gov.

ARTICLE H.6. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to current guidance, agencies have been instructed to proactively address the requirements of the Revised Section 508 Standards in their procurement processes while the FAR Council prepares regulatory updates to the FAR. Specifically, agencies have been instructed to incorporate the Revised Section 508 Standards into their procurement planning and execution. See: <https://www.section508.gov/blog/Revised-508-Standards-Safe-Harbor-and-FAR-Update>

In response to current guidance, appropriate revisions (**highlighted in red text below**)

have been made to HHS Acquisition Regulation (HHSAR) Clause 352.239-74 (December 2015):

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74 (December 18, 2015) (REVISED)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973(29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all **Information and Communication Technology (ICT)** that is procured, developed, maintained, or used under this SOW shall conform to the Revised Section 508 Standards. All electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this SOW must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. **[Note: EIT has been changed to ICT.]** The complete text of Section 508 Final Provisions and the ICT Final Standards and Guidelines can be accessed at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.
- b. The accessibility standards applicable to this SOW shall be in accordance with the Revised Section 508 Standards. The Contractor must provide any necessary updates to its submitted Vendor Product Assessment Template (VPAT) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that the ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in this SOW, remediation of the ICT supplies or services to the level of conformance specified in this SOW will be the responsibility of the Contractor at its own expense.
- c. The Revised Section 508 Standards applicable to this SOW are specified in the attached *Accessibility Requirements Tool (ART)*.
- d. In the event of a modification(s) to this SOW, which adds new ICT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the Contractor submit a completed Vendor Product Assessment Template (VPAT) and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to the Revised Section 508 Standards. Current instructions for documenting accessibility via the Vendor Product Assessment Template (VPAT) may be found at <https://section508.gov/buy/define-accessibility-criteria#acceptance> If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards under this SOW, remediation of the supplies or services to the level of conformance specified in this SOW will be the responsibility of the Contractor at its own expense.
- e. If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic

Ordering Agreement, the task/delivery order requests that include ICT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed **Vendor Product Assessment Template (VPAT)** and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to the revised Section 508 accessibility standards. Current instructions for documenting accessibility via the **Vendor Product Assessment Template (VPAT)** may be found at <https://section508.gov/buy/define-accessibility-criteria#acceptance> If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described revised accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in **this SOW** will be the responsibility of the Contractor at its own expense.

[End of clause]

ARTICLE H.7. ACCESSIBILITY CONFORMANCE REPORT (ACR)

The Contractor shall provide an **Accessibility Conformance Report (ACR)** for each ICT item that is developed, updated, configured under this contract, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT™\)](#) provided by the [Industry Technology Industry Council \(ITIC\)](#). An ACR must be submitted for each ICT Item and must be completed according to the instructions provided by ITIC. See: <https://section508.gov/buy/define-accessibility-criteria#acceptance>

ARTICLE H.8. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of HHS 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.9. HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS

a. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY

A. Baseline Security Requirements

- 1) Applicability.** The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

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

2) Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, *Standards for Security Categorization of Federal Information and Information Systems*, the Contractor (and/or any subcontractor) shall:

- a. Protect government information and information systems in order to ensure:
 - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - **Availability**, which means ensuring timely and reliable access to and use of information.
- b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.
- c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access

under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.

- d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

3) Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, *Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories*, Appendix C, and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Information Type

Services Delivery Support Information: Controls and Oversight

Program evaluation: Involves the analysis of internal and external program effectiveness and the determination of corrective actions as appropriate.

Program monitoring: Involves the data-gathering activities required to determine the effectiveness of internal and external programs and the extent to which they comply with related laws, regulations, and policies.

Confidentiality: Low Moderate High

Integrity: Low Moderate High

Availability: Low Moderate High

Overall Risk Level: Low Moderate High

Mission Based Information: Not applicable

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

No PII Yes PII

Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual."

Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

- Low
- Moderate
- High
- Not Applicable

4) Controlled Unclassified Information (CUI). CUI is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa). As implemented the term “*handling*” refers to “...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information.” 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

- a. marked appropriately;
- b. disclosed to authorized personnel on a Need-To-Know basis;
- c. protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and
- d. returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.

5) Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, *Protection of Sensitive Agency Information* by securing it with a FIPS 140-2 validated solution.

6) Confidentiality and Nondisclosure of Information. Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying

out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

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

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

Each employee, including subcontractors, having access to non-public Department information during work performed under this SOW 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 work under this SOW.

- 7) Internet Protocol Version 6 (IPv6).** All acquisitions using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 8) Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
- 9) Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents provided by the designated COR to comply with contract deliverables as appropriate.
- 10) Standard for Encryption.** The Contractor (and/or any subcontractor) shall:

- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
- b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and Operating Division (OpDiv)-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within **15 days** of the validation.
- e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the designated COR upon request and at the conclusion of the contract.

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

12) Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall assist the NIH Office of the Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed. The NIH PIA guide is located at <https://oma.od.nih.gov/forms/Privacy%20Documents/Documents/NIH%20PIA%20Guide.pdf> .

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the

system or information within **60 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.

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

B. Training

- 1) **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/NIH Contractor Information Security Awareness, Privacy, and Records Management training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, the employees shall complete NIH Information Security Awareness, Privacy, and Records Management training **at least annually**, during the life of this contract. All provided training shall be compliant with HHS training policies.
- 2) **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the Project Manager) must complete role-based training **annually** commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training <https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/rolebasedtraining.aspx>
- 3) **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or designated COR within **30 days** after contract award and **annually** thereafter or upon request.

C. Rules of Behavior

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

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

D. Incident Response

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

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

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

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

- 1) Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals in accordance with https://ocio.nih.gov/InfoSecurity/IncidentResponse/Pages/ir_guidelines.aspx

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

E. Position Sensitivity Designations

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

Level 6: Public Trust - High Risk. Level 6 positions shall undergo a Suitability Determination and Background Investigation (BI).

Level 5: Public Trust - Moderate Risk Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a

Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[] Level 4: Special Sensitive. Level 4 positions with no previous investigation and approval shall undergo a Suitability Determination and a Single Scope Background Investigation (SSBI),

[] Level 3: Top Secret – Critical Sensitive. Level 3 positions with no previous investigation and approval shall undergo a Suitability Determination and Single Scope Background Investigation (SSBI),

[] Level 2: Confidential or Secret – Noncritical Sensitive. Level 2 positions with no previous investigation and approval shall undergo a Suitability Determination and an Access National Agency Check, Inquiries (ANACI)

[X] Level 1: Non-Sensitive Level 1 positions shall undergo a Suitability Determination and National Agency Check and Inquiry Investigation (NACI).

F. Homeland Security Presidential Directive (HSPD)-12

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

G. Roster

- a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this SOW where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the designated COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The designated COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:
https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.
- b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

- c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
- d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
- e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.
- f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
- g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
- h. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
- i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
- j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

H. Contract Initiation and Expiration

- 1) **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or NIH-specific requirements, and in accordance with the HHS Contract Closeout Guide (2012).

HHS EA requirements may be located here:
<https://www.hhs.gov/ocio/ea/documents/proplans.html>

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

I. Records Management and Retention

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

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

b. PRIVACY ACT

Not applicable

c. CLOUD SERVICES

Not applicable

d. OTHER IT PROCUREMENTS

1. Hardware Procurements

Not applicable

2. Non-Commercial and Open Source Computer Software

Not applicable

3. Information Technology Application Design, Development, or Support

- 1)** The Contractor (and/or any subcontractor) shall ensure IT applications designed and developed for end users (including mobile applications and software licenses) run in the standard user context without requiring elevated administrative privileges.
- 2)** The Contractor (and/or any subcontractor) shall follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- 3)** The Contractor (and/or any subcontractor) shall ensure that computer software developed on behalf of HHS or tailored from an open-source product, is fully functional and operates correctly on systems configured in accordance with government policy and federal configuration standards. The Contractor shall test applicable products and versions with all relevant and current updates and patches updated prior to installing in the HHS environment. No sensitive data shall be used during software testing.
- 4)** The Contractor (and/or any subcontractor) shall protect information that is deemed sensitive from unauthorized disclosure to persons, organizations or subcontractors who do not have a need to know the information. Information which, either alone or when compared with other reasonably-available information, is deemed sensitive or proprietary by HHS shall be protected as instructed in accordance with the magnitude of the loss or harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the

data. This language also applies to all subcontractors that are performing under this contract.

e. PHYSICAL ACCESS TO GOVERNMENT CONTROLLED FACILITIES

Refer to **ARTICLE H.8., Section a., INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY**, above.

ARTICLE H.10. GOVERNMENT-FURNISHED PROPERTY (GFP)/GOVERNMENT-FURNISHED INFORMATION (GFI)

- a. For work performed in the Government's facilities, the Government shall provide the Contractor with Government workspace, office equipment, hardware, software, server access, network connectivity and development tools required to perform the work requirements specified in this contract.

All Government-furnished property and Contractor-acquired Property shall be subject to the following *Federal Acquisition Regulation* (FAR) clauses:

- FAR 52.245-1, *Government Property (January 2017)*; with *Alternate I (April 2012)*
- FAR 52.245-2, *Government Property Installation Operation Services (April 2012)*

Government Property Installation Operation Services (April 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: **Laptops**

(End of clause)

- FAR 52.245-9, *Use and Charges (April 2012)*

The Government will provide the Contractor with access to all information required to successfully perform the work under this contract.

The Government will allow the Contractor's employees free access to the premises and facilities at all reasonable hours within prescribed NIH Security procedures and guidelines.

b. On-Site Contractor Access to Government Property

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

- This SOW 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 H.11. NON-PERSONAL SERVICES AND INHERENTLY GOVERNMENTAL FUNCTIONS

Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the designated COR to the Contractor Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable Contractor supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

Pursuant to FAR 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change this contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify

the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working under this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of this contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

ARTICLE H.12. ORGANIZATIONAL CONFLICTS OF INTEREST

Purpose: The purpose of this article is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interest which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of work under this contract.

Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in activities covered by this article as a prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this article, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

"Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage (FAR 9.501). An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition (FAR 9.502(c)).

Because of the unusual nature of the work performed under this contract, and the fact that the Contractor will have access from time to time to sensitive Government information, and because some of the work will be performed in Government facilities, the Government must maintain a special, close relationship with the Contractor and the Contractor's personnel in various important areas.

The Contractor shall not use this privileged information or access to facilities to compete with the private sector.

The Contractor is required to conduct its business in a manner befitting its special relationship with the Government, to operate in the public interest with objectivity and independence, to be free from organizational conflicts of interest, and to have full disclosure of its affairs to the sponsoring agency.

The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of one (1) year after the completion of this contract, except as provided hereinafter.

If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless approved in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

It is imperative that the Contractor be proactive in order to avoid organizational conflicts of interest. The Contractor shall take all reasonable measures to assure that organizational conflicts of interest do not occur. As part of the Contractor's efforts to avoid organizational conflict of interest situations, the Contractor shall inform the Government of any actual, potential, or apparent conflicts of interest. The Contractor is responsible for providing a detailed written report of actual, potential, or apparent organizational conflicts of interest to the Contracting Officer as soon as the circumstance is known, describing the conflict and how the Contractor plans to resolve the problem.

Subcontracts: The Contractor shall include an article, substantially similar to this article, in subcontracts involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

ARTICLE H.13. RIGHTS IN DATA

The Contractor agrees that upon completion (or termination with or without cause) of work under this contract, it shall have no property or possessor rights to any of the correspondence, files, or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by it or furnished to it by the Government in connection with the performance of work under this contract; and that upon demand it shall surrender immediately to the Contracting Officer such items, matters, materials, and copies.

The Contractor shall not provide any Government documents, information or licensed material in any form to sources not authorized by the Government, during or after performance of work under this contract, without the written approval of the NIH OIR COR.

All data/information first produced as a result of performing work under this contract shall become the Federal Government's property and the Contractor shall surrender any and all rights to its ownership. To this end, the Contractor hereby agrees to accept the terms and conditions of Federal Acquisition Regulation (FAR) clause 52.227-17,

Rights in Data – Special Works (December 2007) which is incorporated into the Task Order by reference.

For purposes of work performed under this contract, the FAR 52.227-17, *Rights in Data – Special Works (December 2007)* clause supersedes the FAR 52.227- 14, *Rights in Data – General (May 2014)* clause.

ARTICLE H.14. 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: b11Q:/li.hhs.ov/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.15. POSSESSION, USE AND TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS

The work being conducted under this contract may involve the possession, use, or transfer of a select agent or toxin. The Contractor shall not conduct work involving a Select Agent or Toxin under this contract until it and any associated subcontractor(s) comply with the following:

For prime or subcontract awards to ***domestic institutions*** that possess, use, and/or transfer a Select Agent or Toxin under this contract, the institution must comply with the provisions of 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 (<http://www.selectagents.gov/Regulations.html>) as required, before using NIH funds

for work involving a *Select Agent or Toxin*. **No NIH funds can be used for research involving a *Select Agent or Toxin* at a domestic institution without a valid registration certificate.**

For prime or subcontract awards to ***foreign institutions*** that possess, use, and/or transfer a *Select Agent or Toxin*, before using NIH funds for any work directly involving a *Select Agent or Toxin*, the foreign institution must provide information satisfactory to the NIH OIR that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 are in place and will be administered on behalf of all *Select Agent or Toxin* work supported

by these funds. The process for making this determination includes a site visit to the foreign laboratory facility by an NIH representative. During this visit, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of individuals at the foreign institution who will have access to the Select Agent or Toxin and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents or Toxins under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents. Site visits to foreign laboratories are conducted every three years after the initial review. **No NIH funds can be used for work involving a *Select Agent or Toxin* at a foreign institution without written approval from the Contracting Officer.**

Prior to conducting a restricted experiment with a Select Agent or Toxin under this contract or any associated subcontract, the Contractor must discuss the experiment with the COR and request and obtain written approval from the Contracting Officer. **Domestic institutions** must submit to the Contracting Officer written approval from the CDC to perform the proposed restricted experiment. **Foreign institutions** require review by an NIH representative. The prime contractor must contact the COR for guidance on the process used by NIH to review proposed restricted experiments. The NIH OIR will provide an overview of the review process. The Contracting Officer will notify the prime contractor when the process is complete. **No NIH funds can be used for a restricted experiment with a *Select Agent or Toxin* at either a domestic or foreign institution without written approval from the Contracting Officer.**

Listings of HHS and USDA select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at <http://www.selectagents.gov/> and <http://www.selectagents.gov/Select%20Agents%20and%20Toxins%20List.html>.

For foreign institutions, contact the COR for Select Agent Award information: (<http://funding.niaid.nih.gov/researchfunding/sci/biod/pages/default.aspx>).

ARTICLE H.16. HIGHLY PATHOGENIC AGENTS

The work being conducted under this contract may involve a *Highly Pathogenic Agent (HPA)*. The NIH OIR defines an HPA as a pathogen that, under any circumstances, warrants a biocontainment safety level of BSL3 or higher according to either:

1. The current edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL)(<http://www.cdc.gov/biosafety/publications/index.htm> under "Publications");
2. The Contractor's Institutional Biosafety Committee (IBC) or equivalent body; or
3. The Contractor's appropriate designated institutional biosafety official.

If there is ambiguity in the BMBL guidelines and/or there is disagreement among the BMBL, an IBC or equivalent body, or institutional biosafety official, the highest recommended containment level must be used.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/> . HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.

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

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Nov 2013	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	May 2014	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	May 2014	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-2	Oct 2010	<i>Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]</i>
52.215-8	Oct 1997	<i>Order of Precedence - Uniform Contract Format</i>
52.215-10	Aug 2011	<i>Price Reduction for Defective Certified Cost or Pricing Data (Over \$750,000)</i>
52.215-12	Oct 2010	<i>Subcontractor Cost or Pricing Data (Over \$750,000)</i>
52.215-15	Oct 2010	<i>Pension Adjustments and Asset Reversions (Over \$750,000)</i>
52.215-18	Jul 2005	<i>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions</i>
52.215-19	Oct 1997	<i>Notification of Ownership Changes</i>
52.215-21	Oct 2010	<i>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications</i>
52.219-8	Nov 2016	<i>Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)</i>
52.219-9	Jan 2017	<i>Small Business Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.219-16	Jan 1999	<i>Liquidated Damages - Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.222-3	Jun 2003	<i>Convict Labor</i>
52.222-21	Apr 2015	<i>Prohibition of Segregated Facilities</i>
52.222-26	Sep 2016	<i>Equal Opportunity</i>
52.222-35	Oct 2015	<i>Equal Opportunity for Veterans (\$150,000 or more)</i>
52.222-36	Jul 2014	<i>Equal Opportunity for Workers with Disabilities</i>
52.222-37	Feb 2016	<i>Employment Reports on Veterans (\$150,000 or more)</i>
52.222-40	Dec 2010	<i>Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)</i>
52.222-50	Mar 2015	<i>Combating Trafficking in Persons</i>
52.222-54	Oct 2015	<i>Employment Eligibility Verification (Over the Simplified Acquisition Threshold)</i>
52.223-6	May 2001	<i>Drug-Free Workplace</i>
52.223-18	Aug 2011	<i>Encouraging Contractor Policies to Ban Text Messaging While Driving</i>
52.225-1	May 2014	<i>Buy American – Supplies</i>
52.225-13	Jun 2008	<i>Restrictions on Certain Foreign Purchases</i>
52.227-1	Dec 2007	<i>Authorization and Consent</i>
52.227-2	Dec 2007	<i>Notice and Assistance Regarding Patent and Copyright Infringement</i>
52.229-3	Feb 2013	<i>Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)</i>
52.232-1	Apr 1984	<i>Payments</i>
52.232-8	Feb 2002	<i>Discounts for Prompt Payment</i>
52.232-9	Apr 1984	<i>Limitation on Withholding of Payments</i>
52.232-11	Apr 1984	<i>Extras</i>
52.232-17	May 2014	<i>Interest (Over the Simplified Acquisition Threshold)</i>
52.232-23	May 2014	<i>Assignment of Claims</i>
52.232-25	Jan 2017	<i>Prompt Payment</i>

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.232-33	Jul 2013	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	May 2014	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
52.244-6	Nov 2017	Subcontracts for Commercial Items
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-4	Apr 1984	Termination for Convenience of the Government (Services) (Short Form)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service) (Over the Simplified Acquisition Threshold)
52.253-1	Jan 1991	Computer Generated Forms

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

<u>HHSAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.237-75	Dec 2015	Key Personnel

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT-Rev. 11/2017].

ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE 1.1. of this SECTION is hereby modified as follows:

None

ARTICLE I.3. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following *Federal Acquisition Regulation (FAR)* clauses 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/browse/index/far>

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

- FAR 52.203-13, *Contractor Code of Business Ethics and Conduct (October 2015)*
- FAR 52.203-14, *Display of Hotline Poster(s) (October 2015)*

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

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

- FAR 52.203-16, *Preventing Personal Conflicts of Interest (December 2011)*
- FAR 52.204-7, *System of Award Management (October 2018)*
- FAR 52.204-9, *Personal Identity Verification of Contractor Personnel (January 2011)*
- FAR 52.204-19 *Incorporation by Reference of Representations and Certifications (December 2014)*
- FAR 52.204-21, *Basic Safeguarding of Covered Contractor Information Systems (June 2016)*
- FAR 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters (October 2018)*
- FAR 52.210-1, *Market Research (April 2011)*
- FAR 52.216-18, *Ordering (October 1995)*

The second sentence of FAR 52.216-18 is hereby modified to read as follows:

"Such Task Orders may be issued during the period of performance of the contract."

- FAR 52.216-19, *Order Limitations (October 1995)*

FAR 52.216-19 is hereby modified to read as follows:

Clause as Applicable to the Unrestricted portion of the solicitation:
Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, 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 \$105,000,000;
 - (2) Any order for a combination of items in excess of \$105,000,000; or
 - (3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, 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 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

Clause as Applicable to the set-aside portion of the solicitation:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, 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 \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

The last sentence in Part (d) is hereby modified to read as follows:

“.....provided that the Contractor shall not be required to make any deliveries under this contract after June 30, 2024.”

- FAR 52.223-3, *Hazardous Material Identification and Material Safety Data* (January 1997), with *Alternate I* (July 1995)
- FAR 52.223-5, *Pollution Prevention and Right-to-Know Information* (May 2011), with *Alternate I* (May 2011) and *Alternate II* (May 2011)
- FAR 52.227-17, *Rights in Data – Special Works* (December 2007)
- FAR 52.227-19, *Commercial Computer Software License* (December 2007)
- FAR 52.237-2, *Protection of Government Buildings, Equipment and Vegetation* (April 1984)
- FAR 52.237-3, *Continuity of Services* (January 1991)
- FAR 52.239-1, *Privacy and Security Safeguards* (August 1996)

- FAR 52.242-15, *Stop Work Order (August 1989)*
- FAR 52.242-17, *Government Delay of Work (April 1984)*
- FAR 52.244-2, *Subcontracts (October 2010)*
- FAR 52.245-1, *Government Property (January 2017); with Alternate I (April 2012)*
- FAR 52.245-2, *Government Property Installation Operation Services (April 2012)*

Government Property Installation Operation Services (April 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: **Laptops**

(End of clause)

- FAR 52.245-9, *Use and Charges (April 2012)*
- FAR 52.246-4, *Inspection of Services – Fixed-Price (August 1996)*
- FAR 52.246-23, *Limitation of Liability (February 1997)*

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

The following HHSAR clauses are hereby incorporated into this contract by reference with the same force and effect as if they were given in full text. Upon request, the Government will make its full text available. Also, the full text of a HHSAR clause may be accessed electronically at this address:

<http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

- HHSAR 352.223-70, *Safety and Health (December 18, 2015)*
- HHSAR 352.237-11, *Crime Control Act – Reporting of Child Abuse (December 15, 2015)*
- HHSAR 352.239-74, *Electronic and Information Technology Accessibility (December 2015)*, as revised under ARTICLE H.6 above

ARTICLE I.4. ADDITIONAL CLAUSES INCLUDED IN FULL TEXT

This contract incorporates the following clauses in full text.

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

1. FAR 52.217-8 *Option to Extend Services (November 1999)*

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration date of the contract.

(End of clause)

2. FAR 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 the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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 the period of July 1, 2020, through June 30, 2024, not including a potential six-month optional extension provided at FAR 52.217-8.

(End of clause)

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

THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER

ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

The following documents are attached and made a part of this RFP:

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1	Proposal Intent Response Sheet	http://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-

[files](#)

Attachment 2	Statement of Work	Attached
Attachment 3	Statement of Work – Attachment Labor Category Descriptions	Attached
Attachment 4	Statement of Work – Attachment Labor Hours Table Unrestricted	Attached
Attachment 5	Statement of Work – Attachment Labor Hours Table SB Set-aside	Attached
Attachment 6	Section 508 Checklist	Attached
Attachment 7	<i>Accessibility Requirements Tool (ART)</i>	Attached
Attachment 8	Question Template	Attached

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
None		

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 9:	HHS Subcontracting Plan Template	https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files
Attachment 10:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://www.gsa.gov/portal/forms/download/116430
Attachment 11:	Unrestricted Price Proposal	Attached
Attachment 12:	Small Business Set-aside Price Proposal	Attached
Attachment 13:	Section K Representations and Certifications	Attached

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST:

1. Go to the System for Award Management (SAM) and complete the Representations and Certifications. The SAM website may be accessed at: <http://www.sam.gov> ; and

2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL**, the attached Section K Certifications (Attachment 13) , except 52.204-8 & 52.204-16 (see below)

3. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL**:

52.204-8 Annual Representations and Certifications (Jan 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$16.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

4. Complete, and INCLUDE as part of your BUSINESS PROPOSAL:

52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)

(a) Definition. As used in this provision –

“Commercial and Government Entity (CAGE) code” means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

5. Complete, and INCLUDE as part of your BUSINESS PROPOSAL:

FAR Clause 52-209-5, Certification Regarding Responsibility Matters (Oct 2015)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

(iii) The taxpayer has entered into an installment agreement pursuant to

I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

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

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

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

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

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

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

(End of provision)

6. Complete, and INCLUDE as part of your BUSINESS PROPOSAL:

FAR Clause 52.209-7, Information Regarding Responsibility Matters (October 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

7. Complete, and INCLUDE as part of your BUSINESS PROPOSAL:

**FAR Clause 52.209-11, Representation by Corporations
Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
(Feb 2016)**

a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority

responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

****NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE****

1. **General.** Offerors are solicited only from small business concerns to perform the work under Task Area 5 of the SOW. The requirements under Task Area 5 of the SOW will be awarded to no less than one nor more than two such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government acquisitions is placed with small business concerns. Proposals received from others for performing the work under Task Area 5 of the SOW will be considered non-responsive.
2. **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government acquisitions, and can further qualify under the size standard in this solicitation. In addition to meeting these criteria, a small business concern submitting an offer in its own name shall furnish, in the performing the acquisition, only end items manufactured or produced by small business concerns in the United States or its outlying areas, provided that this additional requirement does not apply in connection with construction or service acquisitions.

3. NAICS CODE AND SIZE STANDARD

The following information is to be used by the offeror in preparing its Representations and Certifications, specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- The North American Industry Classification System (NAICS) code for this acquisition is 541990 (All Other Professional, Scientific, and Technical Services).
- The small business size standard is \$16.5M.

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2017)]

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read,

reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- b. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- c. Submission, modification, revision, and withdrawal of proposals.
 1. Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 2. The first page of the proposal must show--
 - i. The solicitation number;
 - ii. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - iii. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - iv. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - v. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

3. Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it

is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data (e.g., commercial information, financial information, cost and pricing data); and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks its Transmittal/Cover Letter of the proposal with the following statements, specifying the particular portions of the proposal which are to be restricted:

"Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services (HHS), data contained in the portions of this proposal which the offeror has specifically identified by page number, paragraph, etc. as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that HHS may not be able to withhold a record (e.g. data, document, etc.) nor deny access to a record requested pursuant to the Act and that the HHS's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if HHS has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)."

(2) In addition, the offeror must mark each page of data it wishes to restrict with the following statement:

"Use or disclosure of data contained on this page is subject to the restriction on the Transmittal/Cover Letter of this proposal or quotation."

(3) Offerors are cautioned that proposals submitted with restrictive statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the

proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

b. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications, specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

1. The North American Industry Classification System (NAICS) code for this acquisition is 541990 (All Other Professional, Scientific, and Technical Services).
2. The small business size standard is \$16.5 million.

WORK TO BE PERFORMED UNDER TASK AREAS 1, 2, 3, 4, 6, 7, AND 8 OF THE SOW IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification System (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. TYPE OF CONTRACT AND NUMBER OF AWARDS

1. **FAR 52.216-1 TYPE OF CONTRACT (APR 1984):** The Government contemplates awarding the following Indefinite-Delivery, Indefinite Quantity (IDIQ) (FAR 16.504) contracts pursuant to the competitive procedures at FAR Part 15, *Contracting by Negotiation*, as a result of this notice.
 - One (1) IDIQ contract (not set-aside for small business) for performance of the work under Task Areas 1, 2, 3, 4, 6, 7, and 8 of the SOW.
 - Not less than one (1) nor more than two (2) IDIQ contracts to be set-aside for small

business for performance of the work under Task Area 5 of the SOW.

(End of Provision)

2. It is anticipated that the awards will be made from this solicitation not later than June 30, 2020.
3. It is anticipated that each IDIQ contract (as contemplated at FAR 16.504) will consist of a 12-month Base Period and three (3) successive 12-month Option Periods. Under the contract, all Task Orders will be issued by the Contracting Officer. Task Orders issued under the contract may be Firm-Fixed-Price (FFP) (FAR 16.202) or Time-and-Materials (T&M) (FAR 16.601).

d. COMMITMENT OF PUBLIC FUNDS

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

e. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited in SECTION A – SOLICITATION/CONTRACT FORM. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

f. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

g. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

h. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
Office of Logistics and Acquisition Operations (OLAO)
Office of Acquisition and Logistics Management (OALM)
National Institutes of Health (NIH)
6011 Executive Boulevard, Rm. 637J
Bethesda, MD 20892

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

1. Contract Type and General Clauses

It is contemplated that an Indefinite-Delivery, Indefinite-Quantity ((IDIQ) type of contract mechanism (as contemplated at FAR 16.504) will be awarded (See General Information). Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Each Offeror shall appoint and list a single point of contact for negotiations and contract administration once the contract is awarded. Your proposal shall be submitted electronically.

To expedite the proposal evaluation, all documents required for responding to the SOLICITATION should be placed in the following order:

- I. Transmittal/Cover Letter
- II. Technical Proposal
- III. Business Proposal

The following instructions will establish the acceptable minimum requirements for the submission of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

Questions regarding the solicitation shall be submitted via email to Robert.burdette@nih.gov no later than 2:00pm ET on 2 April 2020. Questions shall be submitted in the format at attachment 8.

In order to prepare for source selection activities, the Government requests that vendors who intend to submit offers for this acquisition complete the attached proposal intent response sheet (Attachment 1) and submit to the email address above by 2:00PM ET on 10 April 2020.

Proposals shall be submitted via email to Robert.Burdette@nih.gov no later than 2:00pm local prevailing time on 20 April 2020.

Creating and Naming Files:

1. Create one PDF file of your Technical Proposal, including all attachments. The Technical Proposal should be created in a PDF format that enables word searches to the maximum

extent practicable. Forms and/or documents requiring signature(s) may be scanned, but must be merged into the Technical Proposal PDF file.

2. Create one PDF file of your Business Proposal, including all attachments and one XLS, which includes pricing tables. The Business Proposal should be created in a PDF format that enables word searches to the maximum extent practicable. Forms and/or documents requiring signature(s) may be scanned, but must be merged into the Business Proposal PDF file.

3. File naming convention: It is requested that the filenames for your Technical Proposal, Business Proposal, and Excel Workbook include the name of the offeror, the solicitation number and the type of proposal (i.e., Technical, Business, or Excel Workbook).

Examples: Technical Proposal:
XYZCompany_75N98020R00010_Technical.pdf
Business Proposal:
XYZCompany_75N98020R00010_Business.pdf
Excel Workbook:
XYZCompany_75N98020R00010_Business.xlsx

3. Page and Formatting Limitations

Offerors shall comply with the following formatting instructions.

The Offeror's proposal shall be conformant with the Revised Section 508 Standards and the Accessibility Requirements Tool (ART) which is attached and made a part of this RFP. For additional information about testing documents for compliance with the Revised Section 508 Standards, the Offeror shall utilize the attached Section 508 Checklist. The Government reserves the right to reject a proposal that is not conformant with the Revised Section 508 Standards.

Page size shall be 8.5 by 11 inches. Paragraphs shall be single spaced. Type density and size must be 10 to 12 points. If constant spacing is used, 15 cpi (characters per inch) or fewer shall be used, whereas proportional spacing should provide an average of no more than 15 cpi. There must be no more than six lines of text within a vertical inch. Margins must be no less than ½ inch around, exclusive of headers and footers. Tables and graphics may be landscape; all other text must be portrait.

If the Offeror uses a different format (font size, margin, etc.), the Government reserves the right to adjust the proposal to fit the parameters of the format as stated in the RFP, and if this results in the proposal exceeding the page limitations in any one area, the Government will not consider those excess pages.

The table below specifies the page limits to which offerors' submissions must adhere.

Section	Page Limit
Transmittal/Cover Letter	2
Technical Proposal	50
Business Proposal	20

The Technical Proposal shall not exceed 50 single-sided pages or 25 double-sided pages. The page limitation includes the Offeror's responses to the following sections of its Technical Proposal:

1. Corporate Capabilities and Past Performance
2. Experience and Qualifications of Proposed Personnel
3. Management and Technical Approach (including a. and b. below)
 - a. Revised Section 508 Standards Compliance
 - b. Security and Privacy of Information and IT Procurements

The Technical Proposal page limitation excludes the following:

1. Proposal Intent Response Form
2. Any table of contents
3. Resumes
4. Letters of commitment
5. The Offeror's completed Vendor Product Assessment Template 2.0 (or better) form.
6. Section 508 Checklist
7. HHS Subcontracting Plan
8. SF-LLL Form – Disclosure of Lobbying Activities

The Business Proposal shall not exceed 20 single-sided pages or 10 double-sided pages.

The Business Proposal page limitation excludes the Offeror's responses to the REPRESENTATIONS AND INSTRUCTIONS. [Reference: PART IV, SECTION K above]

Pages in excess of the above limitations will be deleted and will be neither read nor evaluated. Each page of the Technical Proposal and Business Proposal must be numbered sequentially.

4. Evaluation of Proposals

The Government will evaluate proposals in accordance with the factors set forth in PART IV, SECTION M of this RFP.

5. Potential Award Following Discussions

The Government reserves the right to conduct discussions prior to award if the Contracting Officer determines that it is in the best interest of the Government.

6. Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business-related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

7. Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this SOLICITATION pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

8. Selection of Offeror

- a. The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation factors of the RFP, utilizing adjectival criteria and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to an evaluation in accordance with the procedures outlined in Section M.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical

errors.

d. If the Government intends to conduct discussions prior to awarding a contract -

1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is the Contracting Officer's policy to conduct discussions with all offerors in the competitive range, the Contracting Officer reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror.

- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the SOLICITATION. In addition, the SOLICITATION may be amended or canceled as necessary to meet the Government's requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

9. Certification of Filing and Payment of Taxes

None of the funds appropriated or otherwise made available by the Consolidated Appropriations Act of FY 2014, may be used to enter into a contract in an amount greater than \$5,000,000 unless the prospective contractor certifies in writing to the agency awarding the contract that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the 3 years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

10. Security and Privacy Language for Information and IT Procurements

The Security and Privacy for Information and IT Procurements requirements that pertain to this requirement, and which will be included in the award, are specified in ARTICLE H.9. above.

This acquisition will require the contractor to have physical and/or logical access to Federal information [Reference: ARTICLE H.9. above]:

Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.

This acquisition will also require the contractor to operate a Federal system containing information [Reference: ARTICLE H.9. above]:

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

This acquisition will require the contractor to have access to Personally Identifiable Information (PII) when performing the work requirements specified in the attached SOW [Reference: ARTICLE H.9. above].

The Homeland Security Presidential Directive (HSPD)-12 and the Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) require each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source.

11. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to current guidance, agencies have been instructed to proactively address the requirements of the Revised Section 508 Standards in their procurement processes while the FAR Council prepares regulatory updates to the FAR. Specifically, agencies have been instructed to incorporate the Revised Section 508 Standards into their procurement planning and execution. See: <https://www.section508.gov/blog/Revised-508-Standards-Safe-Harbor-and-FAR-Update>

In response to current guidance, appropriate revisions (highlighted in red text below) have been made to HHS Acquisition Regulation (HHSAR) Clause 352.239-73 (December 2015) and are applicable to this RFP:

Electronic and Information Technology Accessibility Notice, HHSAR 352.239-73 (December 2015)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) that is procured, developed, maintained, or used under any contract awarded as a result of this RFP shall conform to the Revised Section 508 Standards. All ICT developed, acquired, or maintained under any contract awarded as a result of

this RFP must comply with the "Architectural and Transportation Barriers Compliance Board Information and Communication Technology Final Standards and Guidelines" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1193 and 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. [Note: In the revised Section 508 Standards the term Electronic and Information Technology (EIT) has been changed to Information and Communication Technology (ICT).] The complete text of Section 508 Final Provisions and the ICT Final Standards and Guidelines can be accessed at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.

- b. Accordingly, any offeror responding to this solicitation must comply with established HHS ICT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>.
- e. The complete text of Section 508 Final Provisions and the ICT Final Standards and Guidelines can be accessed at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.
- d. The accessibility standards applicable to this solicitation are stated in the clause at HHSAR 352.239-74, Electronic and Information Technology Accessibility (December 2015), as amended, in Contract Articles. In order to facilitate the Government's determination whether proposed ICT meets applicable Revised Section 508 Standards, offerors must submit a completed VPAT 2.0 (or better) in accordance with its completion instructions. Current instructions for documenting accessibility via the VPAT 2.0 may be found at <https://www.section508.gov/sell/vpat>. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed ICT conforms to applicable Revised Section 508 Standards. The template allows offerors or developers to self-evaluate their proposed ICT and document--in detail--whether it conforms to a specific Revised Section 508 Standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the VPAT 2.0 are available on the GSA Section508.govWeb site <https://www.section508.gov/sell/vpat>
- e. In order to facilitate the Government's determination whether proposed ICT meets applicable Revised Section 508 Standards, offerors must provide enough information to assist the Government in determining that the ICT conforms to the Revised Section 508 Standards, including any underway remediation efforts addressing conformance issues.
- f. Respondents to this solicitation must identify any exception to Revised Section 508 Standards. If an offeror claims its ICT meets applicable Revised Section 508 Standards, and it is later determined by the Government, i.e., after award of a contract or order, that the ICT does not conform to the described accessibility standards, remediation of the ICT to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of provision)

12.Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its proposal. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of a solicitation

provision may be accessed electronically at this address:
<http://www.acquisition.gov/far/index.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- FAR 52.204-7, *System for Award Management (October 2018)*
- FAR Clause 52.217-5, *Evaluation of Options (July 1990)*

b. TRANSMITTAL/COVER LETTER

The Offeror's Transmittal/Cover Letter (not to exceed two pages) for the proposal must contain the name, phone number, and e-mail address of the person to be contacted concerning any matter related to the solicitation. The Contracting Officer may, for example, contact that individual to schedule and make arrangements for the Offeror's discussions/meetings, if necessary.

Include the following information in the Offeror's Transmittal/Cover Letter:

- 1) DUNS number and TIN;
- 2) Company Name mailing address, and website address;
- 3) Date submitted and proposal expiration date;
- 4) All of the above-cited information for each entity on the proposed team, if a team is proposed;
- 5) Do you have a Government approved accounting system? If so, please identify the agency that approved the system;
- 6) Type of Company (i.e., other than small business, small business, 8(a), woman owned, veteran owned, etc.) as validated via the System for Award Management (SAM). All offerors must register in SAM located at <http://www.sam.gov/>;
- 7) Company Point of Contact, Phone and Email address.

c. TECHNICAL PROPOSAL INSTRUCTIONS

The Offeror's technical proposal shall be a **separate volume** from its business proposal.

Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of the complex requirements specified in the SOW.

1. Technical Discussions

The technical discussion included in the technical proposal shall respond to all of the items set forth below:

a) Corporate Capabilities and Past Performance

The Offeror shall include a separate section entitled "Corporate Capabilities and Past Performance" in its technical proposal.

The Offeror's corporate resources, capabilities, and performance results (outcomes) of recent and relevant contracts and projects will be evaluated. "Recent" is defined as within the past three years. "Relevant" is defined as fulfilling requirements similar in complexity and magnitude of those described in the SOW.

The Offeror shall describe its corporate experience and past performance with the

technical aspects of the Task Areas specified in the SOW. Specifically, the Offeror shall address the following:

1. Sufficiently describe which key personnel will be used on the project. Documentation shall be provided on the decision-making authority of the Project Manager as related to other elements of the organization. The percentage of time each staff member will contribute to the contract shall be adequately identified. The extent to which outside consultants and specialists will be used shall be documented and evidence of their availability shall be provided.
2. Sufficiently demonstrate the Offeror's documented organizational experience, capabilities, and past performance with all aspects in the Task Areas specified in the SOW; including awarding and managing a large subcontracted effort involving the delivery of complex support services and products to a Federal agency having a scientific mission. Experience and past performance shall include a subcontract portfolio consisting of a wide variety of subcontract types (firm-fixed-price; indefinite-delivery, indefinite-quantity; time-and-materials; and cost-reimbursement) involving commercial companies, non-profits, and educational institutions.
3. Sufficiently demonstrate the availability of qualified corporate human resources staff. Sufficiently demonstrate the ability to quickly fill vacancies with people who are at least as qualified as the individuals proposed in the Offeror's original proposal and the demonstrated ability to retain staff.
4. The Offeror should address any other corporate capabilities it determines to be important to successfully accomplishing all the requirements specified in the SOW.

The Offeror shall identify at least two similar contracts/orders with the Federal Government and/or commercial customers within the past three years. The proposal shall include the following information on each.

- Project title
- Description of the project
- Contract number
- Contract amount
- Government Agency/Organization
- Contracting Officer's Representative's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Contract and, if applicable, order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced
- Which products and support that the reference applies to
- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
- A brief narrative of why you deem the reference to be relevant to this effort

The following will also be used to evaluate the Offeror's corporate capabilities and past performance:

- a. Documentation and demonstration of the quality of the organization's experience in providing technical leadership, developers, business process analysts, and communications specialists in support of a acquisition that provided similar complex support services in a Federal agency having a scientific mission.

- b. Demonstrated evidence of a stable workforce and ability to recruit and retain staff as well as having the availability of personnel to cross-cover and/or support sudden project growth.
- c. Demonstrated organizational experience in managing multiple interdisciplinary teams in a disbursed environment including subcontractors.

The Government may conduct reference checks to determine the offeror's corporate past performance. In this regard, the Government reserves the right to collect and review any past performance information on the Offeror's corporate past performance from Government databases, as well as any other available sources.

b) Experience and Qualifications of Proposed Personnel

The Offeror shall include a separate section entitled "Experience and Qualifications of Proposed Personnel" in its technical proposal.

The experience and past performance of the Offeror's proposed personnel will be evaluated based on descriptions of key roles and submitted resumes and "Letters of Commitment" illustrating an appropriate skill mix and experience of staff and other proposed technical, management, and project support personnel.

The Offeror shall provide sufficient information to enable the Government to determine that its proposed personnel has the demonstrated knowledge, skills, experience, and past performance specified in the labor categories and required to successfully accomplish Task Orders issued under the SOW.

The Offeror shall explain what objective methods are used to validate that the knowledge, skills and experience claimed on personnel resumes are accurately represented. The response shall address how previous work is directly relevant to the requirements specified in the SOW. Evidence shall be provided of previous engagements during which the proposed personnel successfully provided complex services of the type and magnitude of effort specified in the SOW.

The following will also be used to evaluate the experience and qualifications of the Offeror's proposed personnel:

- a. Demonstrated ability in performing the specific tasks and duties delineated in the SOW.
- b. Demonstrated experience in working in a complex and highly specialized research and clinical enterprise.
- c. Suitability and adequacy of the training, experience and qualifications of the Project Manager.
- d. Demonstrated ability to successfully perform all requirements of similar scope and complexity described in the SOW.

Resumes: Included in its response, the Offeror shall submit the following resumes which will not be included in the above maximum page count.

The Offeror shall include resumes for the key personnel proposed for the project. In addition, a representative sample of resumes of the management, technical, and support staff necessary to provide the services and support requested shall be included. Individual resumes shall be no more than two pages in length.

Resumes shall include the following:

- Name of person;
- Proposed position, function, or role;
- Proposed labor category;
- Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held, and
- Certification that the information contained in the resume is correct and accurate.

Letters of Commitment: In addition to the above submission, but not included in the above maximum page count, the Offeror shall include in its response to the attached SOW a “Letter of Commitment” from each person proposed as “Key Personnel” if the proposed individual(s) is not currently employed by the Offeror.

The Government will conduct reference checks to determine past experience of proposed personnel. For each person proposed, the Offeror shall provide a point of contact (name and telephone number) to support past experience. In this regard, the Government reserves the right to collect and review any past performance information on the Offeror's proposed personnel from Government databases, as well as any other available sources.

c. Management and Technical Approach

The Offeror shall include a separate section entitled “Management and Technical Approach” in its technical proposal.

The Offeror shall discuss the manner in which it proposes to plan, manage, control, and provide the services and deliverables specified in the attached SOW and *Contract Articles* under an Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract where the work will be assigned through the issuance of Task Orders.

The extent to which the Offeror understands the problems, issues, constraints, organizations and systems involved and the approach and methodologies proposed to ensure successful accomplishment of the work will be evaluated.

Revised Section 508 Standards Compliance:

As part of its Management and Technical Approach, the Offeror shall include a separate section entitled “Revised Section 508 Standards Compliance” in its technical proposal to expand upon its responses to the ART (attached). In this section the Offeror shall address how the proposed ICT meets applicable Revised Section 508 Standards; and provide enough information to assist the Government in determining that the ICT conforms to the Revised Section 508 Standards, including any remediation efforts underway to address conformance issues. The selected offeror shall be responsible for complying with all the requirements in the [Revised Section 508 Standards](#) and the ARTICLE entitled ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74, in the *Contract Articles*.

- Section 508 Program Need: Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for the program.
- Section 508 Service Requirements: Section 508 is a requirement under this solicitation. [Reference: The *Contract Articles*] The Offeror shall describe how it proposes to meet the requirements identified in the ART (attached).

If the Offeror's technical proposal does not include a completed VPAT 2.0 (or better) (also referred to as the "Template") which demonstrates that the ICT proposed supports applicable Revised Section 508 Standards, or, if the completed "Template" included in the Offeror's technical proposal is considered "noncompliant," the Offeror will be afforded the opportunity to further discuss, clarify or modify the "Template". If the Offeror's "Template" is still considered "noncompliant" by the Government after discussions, the Offeror's proposal may not be considered further for award.

Security and Privacy for Information and IT Procurements:

As part of its Management and Technical Approach, the Offeror shall include a separate section entitled "Security and Privacy for Information and IT Procurements" in its technical proposal. In this section, the Offeror shall sufficiently address each subsection of the ARTICLE entitled HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS in the *Contract Articles*. The Offeror shall affirm that it and all of its subcontractors, if applicable, performing under this acquisition shall comply with all of the requirements specified in the ARTICLE.

The following additional criteria will also be used to evaluate the Offeror's proposed management and technical approach:

- a. Appropriateness of approach for providing contract and task order program management support.
- b. Adequacy of technical approach for developing and implementing an efficient and effective plan and system for providing contract and task order management; and subcontracting oversight.
- c. Demonstrated experience with current and emergent Federal, HHS and NIH cybersecurity policies, as well as current standards and best practices supported by the NIH Office of Intramural Research.

2. Technical Evaluation

Proposals will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award, of this solicitation.

d. BUSINESS PROPOSAL INSTRUCTIONS

The Offeror's business proposal shall be a **separate volume** from its technical proposal.

Pricing shall include all anticipated costs to fully perform all objectives as stated in this solicitation including pricing for the 12-month Base Period and three (3) successive Option Periods.

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the Offeror's proposed prices to perform the work requirements specified in the attached SOW.

The Offeror's business proposal shall be based on loaded labor rates, utilizing any and all discounts. The Offeror must include the fixed loaded hourly rate(s) proposed for the Base Period and each of the three (3) successive Option Periods; as well as any other proposed associated costs, for performing the work requirements. Subcontractor rate information shall also be included, if applicable. The offeror shall complete and submit the applicable pricing proposal spreadsheet, either Unrestricted (Attachment 11) or Small Business Set-Aside (Attachment 12), with its offer.

The estimated number of labor hours and labor categories specified in the SOW are the Government's best estimates required to accomplish the work specified in the SOW. An offeror is advised to carefully review the requirements in deriving the estimated effort it determines necessary in providing its best value proposal.

Proposed hourly rates shall be "fully loaded" rates inclusive of all related costs, including direct labor, fringe benefits, training, overhead, profit, vacation and holiday pay, future pay/benefit increases, overtime and shift differential, materials, and subcontracts.

It is understood that the selected contractor shall invoice only for hours that personnel are on duty and performing productive work.

The Offeror shall also include the estimated dollar amounts of the "Other Direct Costs" as specified in the attached Statement of Work Attachment – Labor Hours Table. The Offeror shall list all the types of "Other Direct Costs" (including subcontracts) that the Offeror deems necessary during performance of the contract.

Pricing Tables: The business proposal shall include the following pricing tables:

1. Base Period
2. Option Period 1
3. Option Period 2
4. Option Period 3
5. Option to Extend Services for Six Months following Option Period 3 (FAR Clause 52.217-8, *Option to Extend Services*)
6. Summary Table – Total Requirements – Base and Option Periods

Compensation for Indefinite-Delivery, Indefinite-Quantity (IDIQ) Contract: Under the contract awarded as a result of this solicitation, the contractor shall be compensated for the number of labor hours actually incurred at the fixed loaded hourly rates set forth in the *Contract Articles*. All Other Direct Costs, if applicable, shall be paid at actual cost. The Government shall not be obligated to pay any amount in excess of the ceiling price, nor will the contractor be obligated to continue performance if to do so would exceed the ceiling price.

FAR Clause 52.217-8, Option to Extend Services (November 1999): The Offeror shall take into consideration in preparing its business proposal that any award resulting from this solicitation shall include FAR Clause 52.217-8, *Option to Extend Services (November 1999)*. Under this clause, the Government has the unilateral right to extend the period of performance of the contract up to an additional six (6) months "***within the limits and at the rates specified in the contract.***" [Reference the ARTICLE entitled **ORDERING PERIOD**]

Price Reductions and Rebates: Prices offered shall be inclusive of any reductions and rebates.

Financial Management of Subcontracts: The offeror shall sufficiently demonstrate that it possesses the financial resources to successfully fulfill its payment obligations to all subcontractors. It is estimated that approximately 25% of the total contract dollar value will be subcontracts (to commercial small and non-small companies, non-profits, and educational institutions).

Small Business Subcontracting Plan: The offeror shall submit an acceptable *Small Business Subcontracting Plan* as part of its business proposal. The *Small Business Subcontracting Plan* shall be an attachment to the Offeror's business proposal; and it shall be in accordance with the terms of FAR Clause No. 52.219-9, *Small Business Subcontracting Plan*; and the attached format entitled *HHS Subcontracting Plan Template*. [See the ARTICLE entitled SUBCONTRACTING PROVISIONS, in the *Contract Articles*.]

- a. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c. The offeror understands that:
 1. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 2. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HUBZone Small Businesses, Veteran-Owned Small Businesses, and Service-Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 3. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 4. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 5. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.
 6. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d. Each plan must contain the following:
 1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned Small Business Concerns as subcontractors.
 2. A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned Small Businesses.
 3. A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned and/or Service Disabled Veteran-Owned Small Business Concerns.
 4. A description of the method used to develop the subcontracting goals.
 5. A description of the method used to identify potential sources for solicitation purposes.
 6. A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged,

Women-Owned, HUBZone, Veteran-Owned, and Service- Disabled Veteran-Owned Small Businesses.

7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
8. A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
9. Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$650,000 adopt a plan similar to the plan agreed upon by the offeror.
10. Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) to the Government.
11. List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned Small Businesses and award subcontracts to them.

For additional information about each of the above elements required to be contained in the subcontracting plan, see FAR Clause 52.219-9, *Small Business Subcontracting Plan*, and the attached format entitled *HHS Subcontracting Plan Template*.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The anticipated minimum goals for this RFP are as follows (based on percentage of total contract value): 8% for Small Business; 6% for Small Disadvantaged Business; 6% for Women-Owned Small Business; 0.1% for HUBZone Small Business; and 0.1% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

Financial Capacity: The Offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract, including fulfilling a significant monthly payroll obligation, without assistance from any outside source. If not, indicate the amount required and the anticipated source.

Certifications Regarding Responsibility Matters: The offeror shall complete and include the following certifications in its business proposal. [See Part IV, Section K, for full text]

- FAR Clause 52-209-5, *Certification Regarding Responsibility Matters (Oct 2015)*
- FAR Clause 52.209-7, *Information Regarding Responsibility Matters (October 2018)*
- FAR Clause 52.209-11, *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)*

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

The Government shall conduct separate evaluations of an offeror's technical proposal and business proposal as described below.

The major evaluation factors for this solicitation include technical (which encompasses experience and past performance factors), and cost/price factors. Although technical factors are of paramount consideration in the award of a contract, cost/price is also important to the overall contract award

decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Nonetheless, the closer the technical ratings of the various offers are to one another, the more important cost/price considerations become in determining the overall best value for the Government. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. The Government intends to make an award to the responsible offeror whose proposal, in conforming to the requirements of this RFP, provides the overall best value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective offerors in relation to the requirements set forth in this RFP. The merits of each proposal will be carefully evaluated. Each offeror must document the feasibility of successful performance of the requirements of this RFP. Offerors must submit information sufficient to evaluate their offers based on the detailed factors listed below.

2. MANDATORY EVALUATION CRITERIA

There are no mandatory evaluation criteria assigned to this requirement.

3. TECHNICAL EVALUATION FACTORS

The following technical evaluation factors will be used by a Technical Evaluation Group (TEG) when reviewing the technical proposals. The factors which were previously described above are listed in descending order of importance for evaluation purposes.

A. Corporate Capabilities and Past Performance

Reference the pertinent evaluation criteria described in **Section 1. Technical Discussions, a) Corporate Capabilities and Past Performance** above.

B. Experience and Qualifications of Proposed Personnel

Reference the pertinent evaluation criteria described in **Section 1. Technical Discussions, b) Experience and Qualifications of Proposed Personnel** above.

C. Management and Technical Approach

Reference the pertinent evaluation criteria described in **Section 1. Technical Discussions, c) Management and Technical Approach** above.

The TEG will evaluate each technical proposal in strict conformity with the evaluation factors, utilizing the adjectival ratings set forth in the Table below. The TEG may suggest that the Contracting Officer request clarifying information from an offeror during the evaluation process.

Table - Description of Non-Price Factor Ratings		
Color Rating	Adjectival Rating	Description

Blue	Exceptional	Greatly exceeds all minimum requirements of the evaluation criteria; has a high probability of success; contains no weaknesses or deficiencies and multiple strengths.
Green	Good	Exceeds all the minimum requirements of the evaluation criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist and at least one strength.
Yellow	Acceptable	Meets all the minimum requirements of the evaluation criteria; has an average probability of success; no significant weaknesses and no deficiencies.
Orange	Marginal	Fails to meet one or more of the minimum requirements of the evaluation criteria; low probability of success; a significant number of weaknesses exist.
Red	Unacceptable	Fails to meet any of the minimum requirements of the evaluation criteria; quote needs major revisions; very low probability of success and contains one or more deficiencies.

4. BUSINESS EVALUATION FACTORS

A review of the offeror's business proposal will be part of determining whether a proposal represents the best overall value to the Government.

The offeror's business proposal will be evaluated based upon cost/price completeness and accuracy to determine the validity of the price, price realism, price reasonableness, and price risk. The total estimated price to accomplish all of the requirements (including the Base Period and Option Periods) will be utilized as a basis for evaluating price. The factors below will be used to assess whether an offeror's proposal is complete, accurate, and realistic to minimize cost or performance risk.

Evaluation of Option Periods: It is anticipated that any contract awarded as a result of this RFP will contain option provisions and periods.

In accordance with FAR Clause 52.217-5, *Evaluation of Options (July 1990)*, the Government will evaluate the offer for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the options.

Price Completeness and Accuracy: The Government will review the cost/price schedules for completeness and accuracy. A determination will be made as to whether the offeror has properly understood the business proposal instructions and properly completed the cost/price schedules. Changes to the evaluation quantities, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the offeror's intent. The offeror's business proposal will be checked for mathematical correctness to include the following:

1. Checking arithmetic in all computations.
2. Making sure that all prices/costs are summarized correctly.
3. Comparing electronic submittals with hard copies; if applicable.

A determination will be made regarding whether the cost/price appears unbalanced, either for the total cost/price of the proposal or separately priced line items. An analysis will be made by item, quantity, and year to identify any irregular or unusual pricing patterns. An unbalanced proposal is

one that incorporates prices that are less than cost for some items and/or prices that are overstated for other items.

Price Realism: The offeror is placed on notice that a proposal that is unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements; and may be grounds for rejection of the proposal.

Price Reasonableness: The offeror is expected to establish a reasonable price relationship between all cost/price elements. An evaluation of the offeror's business proposal will be made to determine if prices are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal.

For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404.

Reasonableness determinations will be made by determining if competition exists, by comparing proposed cost/price with established commercial prices, other contract vehicles, and/or by comparing proposed cost/price with the Government's *Independent Government Cost Estimate* (IGCE). The IGCE is not releasable to the public.

Price Risk: Risk refers to any aspect of the offeror's proposal that could have significant negative cost consequences for the Government. The offer will be assessed to identify potential risks. Where cost/price risk is assessed, it may be described in quantitative terms.