

AWARD/CONTRACT	1 THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 86
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2 CONTRACT (Proc Inst. Ident.) NO HHSN316201200155W	3 EFFECTIVE DATE See Block 20C	4 REQUISITION/PURCHASE REQUEST/PROJECT NO 2608227
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5 ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE IO-OLAO/NITAAC	6 ADMINISTERED BY (If other than Item 5) National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE ADM-OLAO/NITAAC
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7 NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) LCG SYSTEMS LLC:1147094 6000 EXECUTIVE BLVD. SUITE 410 ROCKVILLE MD 208523803	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9 DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11 SHIP TO/MARK FOR 6011 Executive Blvd, Rockville 6011 Executive Blvd Rockville MD 20852	CODE 6011 EXE BLVD, ROCKVL	12 PAYMENT WILL BE MADE BY 2115 E Jefferson St MSC 8500 Suite 4B 432 Bethesda MD 20892-8500	CODE 2115 E JEFFERSON ST
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14 ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					

15G TOTAL AMOUNT OF CONTRACT \$20,000,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A NAME AND TITLE OF SIGNER (Type or print) Melissa McCullough, VP + CFO	20A NAME OF CONTRACTING OFFICER EDWARD B. WILGUS
19B NAME OF CONTRACTOR LCG	20B UNITED STATES OF AMERICA
BY <i>Melissa McCullough</i> (Signature of person authorized to sign) 7/9/2012	BY <i>Edward B. Wilgus</i> (Signature of the Contracting Officer) 7/11/12

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STANDARD FORM 38 (Rev. 5/2011)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER EDWARD B. WILGUS	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200155W

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NAME OF OFFEROR OR CONTRACTOR
LCG SYSTEMS LLC:1147094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Chief Information Officer - Solutions and Partners 3 (restricted) is a 10 year IDIQ contract. All federal agencies may place task orders against this contract.</p> <p>The subject contractor is qualified under the Small Business Exclusive Group of this contract in the following task areas:</p> <p>Task Area 1: IT Services for Biomedical Research, Health Sciences, and Healthcare Task Area 2: Chief Information officer (CIO) Support Task Area 3: Imaging Task Area 4: Outsourcing Task Area 5: IT Operations and Maintenance Task Area 6: Integration Services Task Area 7: Critical Infrastructure Protection and Information Assurance Task Area 8: Digital Government Task Area 9: Enterprise Management Systems Task Area 10: Software Development</p> <p>The overall minimum for this contract is: \$250.00 The minimum is guaranteed The overall maximum for this contract is: \$20,000,000,000.00 FOB: Destination Period of Performance: 07/15/2012 to 07/14/2022</p>				
1	<p>Chief Information Officer - Solutions and Partners 3 (restricted) Obligated Amount: \$250.00 Delivery To: 6011/Suite 503 Product/Service Code: D399 Product/Service Description: IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS</p> <p>Project Data: 124914.1.HNAM277 OD OM OALM OLAO DATA DIV ACQUISITION TECHNOLOGY ACQUI.2525 IT (ADP) SERVICES (INCLUD.06/21/2012 Accounting Info: 08000420120RA0.2012.06.A100.HNAM270000C.I.00566.90 1.A178.2525.610001.9999.9999.9999 Funded: \$250.00</p>				20,000,000,000.00

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SECTION B: SUPPLIES/SERVICES AND PRICES/COST

Article B.1 General

The Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Government-wide Acquisition Contract (GWAC) is a ten (10) year Indefinite Delivery/ Indefinite Quantity (IDIQ) contract. This contract is intended to provide information technology (IT) solutions and services as defined in FAR 2.101(b) and further clarified in the Clinger-Cohen Act of 1996. These IT solutions and services include health and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because medical systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation.

Through this contract, the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) will award multiple IDIQ contracts under which federal government agencies can award task orders to acquire IT services. These task orders will employ various pricing arrangements such as Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF), Cost-Plus-Award-Fee (CPAF), Cost-Plus-Incentive-Fee (CPIF), and Time-and-Materials (T&M), all of which are to be issued in accordance with the Federal Acquisition Regulation (FAR).

Article B.2 Authority

The Office of Management and Budget (OMB) has designated NIH as an Executive Agent for government-wide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. Sec. 11302(e). The scope of this designation includes the award and administration of the GWAC and delegation of authority for the award and administration of the task orders as set forth in Article G.5, Task Order Procedures. The authority of the Procuring Contracting Officer (PCO), and the Agency Ordering Contracting Officer (OCO) are defined in Article G.3, Roles and Responsibilities.

Article B.3 Task Orders Awarded Against the GWAC

Upon award of the GWAC, and pursuant to FAR 16.504(a)(4)(vi), any duly warranted federal government contracting officer (as that term is defined in FAR 2.1) in good standing with the appropriate contracting authority is authorized to issue task orders under this contract. For purposes of this contract, these individuals are referred to as OCOs. Task orders may be multi-year or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements. Refer to Article F.2.2 for task order period of performance.

Article B.4 Prices and Costs

At the time of award of this GWAC, the price schedules set forth in Table I – “Contractor Site Loaded Labor Rates During the Contract” and Table 2 – “Government Site Loaded Labor Rates During the Contract” will contain “Loaded” Hourly Labor Rates for each year of the contract for work to be performed within CONUS. These price schedules can be used on FFP and T&M task orders. See FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) for a definition of these rates. The loaded hourly rates are ceiling price rates and contractors may, at their discretion, elect to propose lower hourly rates when responding to a request for a task order proposal.

For Cost Reimbursement task orders, the contractor will provide to the OCO complete supporting schedules identifying all applicable direct and indirect costs for performance of the task order. Contractors with government-approved rates should submit the most recently approved provisional indirect billing and actual rates for both direct and indirect costs. Contractors without audited rates shall propose indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award or incentive portion will be clearly differentiated. Refer to Article G.5.2 for further information regarding Cost Reimbursement task orders.

B.4.1 Rate Refresher

Because of the dynamic nature of IT services and potential changes in market conditions, the PCO may determine that there is a need to reassess the rates that have been negotiated and agreed upon in Section B during the contract period of performance. If warranted, rates will be renegotiated with all contractors; however, renegotiation of rates will occur no more frequently than every two years.

Article B.5 Maximum Program Ceiling and Minimum Contract Guarantee

The total contract ceiling that may potentially be awarded under the GWAC is \$20 billion for the ten-year period of performance.

The minimum guarantee will be \$250. During the time period between contract award and September 30, 2012, contractors that have not been awarded task orders may invoice the government for the minimum guarantee.

Article B.6 Work Outside of the Continental United States (OCONUS)

It is anticipated that there may be task orders under this contract for work outside the United States. "OCONUS" is defined as other than the 48 contiguous states plus the District of Columbia. The contractor will be compensated for work performed OCONUS based on the methodology proposed by the contractor and accepted by the OCO for award of an individual task order.

The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://aoprals.state.gov/>) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on task orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under the GWAC, contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR. For OCONUS task orders where costs are not specifically addressed in the DSSR, the government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

Article B.7 Posting Requirements for Rates

Contractors shall post their rates at their individual websites within 30 days after contract award consistent with the format shown in Table 1 through Table 2 below (see also Article H.16, Electronic Access to Contract). Upon award of the GWAC, the contractor consents to the government posting their rates and any changes thereof on the applicable government website. Attachment J.2 contains descriptions of the labor categories.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Article C.1 Introduction

This contract is intended to provide IT solutions and services as defined in FAR 2.101(b) and further clarified in the Clinger-Cohen Act of 1996. NITAAC intends to award multiple IDIQ contracts for acquiring a wide range of IT services and solutions for the Institutes and Centers (ICs) of the NIH, for the Department of Health and Human Services (DHHS), and for all other federal agencies. These IT services include health, health science and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because healthcare systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation. The focus of this contract is to provide to government agencies a mechanism for quick ordering of needed IT solutions and services at equitable and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and as a result, give government agencies a mechanism to help meet their socio-economic contracting goals.

The task areas included in the contract, in particular the Task Area 1, "IT Services for Biomedical Research, Health Sciences and Healthcare," support and provide consistency with the accountability goals of the Federal Health Architecture (FHA), whereby federal agencies are to coordinate effective capital planning activities and invest in and implement interoperable health IT.

The task areas included in the contract are also designed to support the IT services described in the Federal Enterprise Architecture (FEA). Several examples follow:

- 1) Task Area 2 (Article C.2.2), Chief Information Officer (CIO) Support can be used to develop and maintain agency enterprise architectures, in support of the FEA.
- 2) For inherently IT components of the FEA, CIO-SP3 Small Business includes task areas that directly address those components. For example, the FEA includes document management as a digital asset service in the Service Reference Model (SRM) that can be addressed through Task Area 8 (Article C.2.8), Digital Government.
- 3) For non-IT components of the FEA, the contract includes task areas that support the automation of those components. For example, supply chain management is a business management service in the SRM. Task Area 9 (Article C.2.9), Enterprise Resource Planning includes the services needed to automate supply chain management.
- 4) Several FEA components provide support for the execution of IT functions, e.g., customer relationship management, a customer service in the SRM. These components can be supported through Task Area 4 (Article C.2.4), Outsourcing and Task Area 5 (Article C.2.5), IT Operations and Maintenance (O&M).
- 5) The FEA Technical Reference Model (TRM) includes standards and technology that would be selected and integrated into systems under specific task orders. For example, web servers are a delivery server in the TRM that could be selected and installed as part of Digital Government task area. In general, all task areas ultimately to be awarded under the contract must be compatible with the agency architecture defined by the agency's TRM. The standards and technology of the TRM will always be incorporated into the systems that are planned and developed under task orders awarded under the contract.
- 6) The contract can be used to award task orders that support the Performance Reference Model (PRM) by collecting agency metrics affected by the task. All task areas involve collecting applicable data for the PRM measurement category of Information and Technology Management. Task orders can also support the automation, collection, and evaluation of non-IT measurement areas.

- 7) The contract can be used to award task orders that require contractors to provide services that plan, implement and manage data defined in an agency's Data Reference Model (DRM).

This Statement of Work (SOW) is intended to outline the general requirements required of contractors under the contract. Specific details of task assignments, deliverables, documentation, training, applicable government/department/industry standards, etc., will be provided within individual task orders.

The contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support and management necessary to provide the services and solutions as set forth below in accordance with the Statement of Work. The geographic scope of this requirement includes the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

Article C.2 Scope

Ten task areas constitute the technical scope of this contract:

- Task Area 1: IT Services for Biomedical Research, Health Sciences, and Healthcare
- Task Area 2: Chief Information Officer (CIO) Support
- Task Area 3: Imaging
- Task Area 4: Outsourcing
- Task Area 5: IT Operations and Maintenance
- Task Area 6: Integration Services
- Task Area 7: Critical Infrastructure Protection and Information Assurance
- Task Area 8: Digital Government
- Task Area 9: Enterprise Resource Planning
- Task Area 10: Software Development

Each of the task areas described below identifies examples of the types of services that may be included under each task area. The examples are not exhaustive, and other IT services, as required, may be associated with the task areas defined in this statement of work.

Task Area 1 specifically provides examples of solutions and services pertaining to biomedical research, health sciences, and healthcare. However, all other nine task areas may be used to support a health-related mission. For this reason, in addition to providing an expertise in IT services, the contractor must demonstrate that it has a domain-specific capability in a health-related mission.

C.2.1 Task Area 1 - IT Services for Biomedical Research, Health Sciences, and Healthcare

(MANDATORY TASK AREA)

the objective of this task area is to support Biomedical Research, Health Sciences and Healthcare by performing studies and analyses and providing operational, technical, and maintenance services for the systems, subsystems, and equipment, some of which interface with, and are extensions to, information systems throughout the federal government. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Health Sciences Informatic and Computational Services
- b) Health Communication Support Services and Enhancements to Facilitate Integration and Data Exchange at the Federal, State, and Local Level
- c) Integration of Health Systems Across Federal Agencies and Public and Private Healthcare Systems
- d) Modernization and Enhancement of Existing Health IT Legacy Systems
- e) Automation of Administrative and Clinical Processes
- f) Biomedical Information Services
- g) Biomedical Modeling, Visualization, and Simulation
- h) Biosurveillance and Disease Management Support
- i) Scientific Computing Services
- j) IT Clinical Support Services
- k) Telemedicine (e.g., mobile health/mHealth)
- l) Healthcare Payment Processes and Fraud and Abuse in Medical Claims
- m) Health Emergency Preparedness and Response to Include IT Support for Epidemic and Bio-Terrorism Simulations, Emergency Response Training, Exercise Support, etc.
- n) Security of Healthcare and Biomedical Research Systems
- o) IT Service Management
- p) Healthcare Systems Studies
- q) Natural Language Processing Software and Services (Biology/Medicine Focus)
- r) Medical Computer-based Training
- s) Standards Development for Health IT Services

C.2.2 Task Area 2 - Chief Information Officer (CIO) Support

The objective of this task area is to support Chief Information Officers (CIOs) in implementing laws, regulations, and policies and to facilitate evolving CIO practices. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) IT Governance Process Development and Management
- b) Workforce Management
- c) Capital Planning and Investment Control Support
- d) Independent Verification and Validation

- e) Agency Information Technology Architecture Support
- f) IT Portfolio Analysis
- g) Risk Management
- h) Program Analyses and Implementation (including Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
- i) IT Organizational Development
- j) Program Management Office Support
- k) Advisory and Assistance Services
- l) FEA Alignment Support Services
- m) Market Research

C.2.3 Task Area 3 - Imaging

This objective of this task area addresses systems and services that support the collection, storage, and retrieval of digital images. Digital images can include scanned documents, medical images, geographical information systems, video, and photographs. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Document Management Systems
- b) Image Conversion
- c) Image Content Management
- d) Medical Imaging, including Picture Archiving and Communication Systems
- e) Document Imaging
- f) Workflow Management for Digital Imaging Functions
- g) Geospatial and Scientific Imaging
- h) Environmental Imaging
- i) Image Analysis
- j) 3D Immersive Visualization
- k) Imaging Related to Laboratory and Test Equipment
- l) Security Imaging
- m) Identity and Access Management

C.2.4 Task Area 4 - Outsourcing

The objective of this task area is to provide the Information Technology (IT) infrastructure and IT services required to assume management and operations of government IT resources and IT business functions. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Program Management
- b) Management of Call Centers
- c) Network Operations and Web Management Support
- d) Leasing of Hardware and Software
- e) Tools and Applications (including Application Service Provider)

- f) Hardware/Software Maintenance
- g) Transition Planning
- h) A-76 Studies Specific to IT Operations or Support
- i) Data Base Administration and Data Storage Management
- j) Backup and Recovery Services System Console Operations
- k) Production Control and Management
- l) Asset Management (including Radio Frequency Identification [RFID] Tracking)
- m) IT Acquisition Management
- n) Desktop Computing as a Unified Service
- o) Managed IT Services Support
- p) IT Impact Analyses
- q) Workflow Management
- r) Implementation of Standards (e.g., International Organization for Standardization (ISO) 9000, Capability Maturity Model Integration (CMMI), IT Services Management)
- s) Solution Leasing
- t) Software-as-a-service (SaaS)
- u) Cloud Computing

C.2.5 Task Area 5 - IT Operations and Maintenance

The objective of this task area is to support the operation and maintenance of IT systems, keeping IT systems viable with supported vendor releases or off-the-shelf applications software upgrades. Operations and maintenance on IT systems shall include all software and hardware associated with mainframes, client/server, web-based applications, and networking. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Operational Support
- b) Software Maintenance and Upgrades
- c) Telecommunications Maintenance (Data, Voice, Images, including Wireless)
- d) Infrastructure Management Services (IMS)
- e) Configuration Management
- f) Network/Hardware Support
- g) Help Desk/IT Support
- h) Resource Management
- i) Backup and Recovery Management
- j) Installation, Configuration, and Tuning
- k) Electronic Software Licensing Services including license: deployment, management, tracking, upgrading, etc.
- l) System Management
- m) IT Training

- n) IT Operation and Maintenance Planning
- o) Data Quality Management
- p) Transformation Services
- q) Continual Service Improvement
- r) Balanced Scorecard for Operations
- s) IT Infrastructure Optimization

C.2.6 Task Area 6 - Integration Services

The objective of this task area is to support the development and deployment of integrated information systems, which includes the integration of technical components, information technology components, organizational components and documentation. Integration projects can support a wide range of agency functions. In the healthcare and research domain, medical imaging systems, patient management systems, clinical management systems, and laboratory management systems are often provided via integration of commercial components with existing infrastructure. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Infrastructure Engineering, Development, Implementation, Integration
- b) Enterprise Application Integration
- c) Gap Analysis and Benchmarking
- d) Data Migration and Integration
- e) Acquisition Support
- f) Risk Assessment
- g) Open Source Integration
- h) Enterprise Data Management
- i) Collaboration Tools
- j) Business Process Reengineering
- k) Test and Evaluation Services
- l) Financial Analysis
- m) Feasibility Studies
- n) Requirements Analysis
- o) System Design Alternative (SDA) Studies
- p) Systems Engineering
- q) Architecture Validation and Verification

C.2.7 Task Area 7 - Critical Infrastructure Protection and Information Assurance

The objective of this task area is to support the protection of critical infrastructure, assurance of agency information, and operations that protect and defend information and information systems by ensuring confidentiality, integrity, availability, accountability, restoration, authentication, non-repudiation, protection, detection, monitoring, and event react capabilities. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Cyber Security
- b) Critical Infrastructure Asset Identification and Configuration Management Databases

- c) Information Assurance of Critical Infrastructure
- d) Risk Management (Vulnerability Assessment and Threat Identification)
- e) Facility Protection Planning
- f) Information Systems Security
- g) Security Operations Center Development and Operations Management
- h) Application Security
- i) Disaster Recovery
- j) Critical Infrastructure Continuity and Contingency Planning
- k) Incident Response Planning and Execution
- l) Security Certification and Accreditation
- m) Training and Awareness Programs
- n) Exercises and Simulation
- o) Federal Information Security Management Act (FISMA) Implementation Support
- p) Health Insurance Portability and Accountability Act Implementation Support
- q) Cryptographic Support and Services
- r) Record Management
- s) Public Key Infrastructure
- t) Trusted Internet Connections implementation
- u) Security Review and Analysis of Automated Information Systems
- v) Identity Management and Assurance
- w) Intelligent, Automated Data Collection and Analysis
- x) IT Forensics and eDiscovery

C.2.8 Task Area 8 - Digital Government

The objective of this task area is to support government services that are provided through digital, electronic means, creating a transparent interaction between government and citizens (G2C – government-to-citizens), government and business enterprises (G2B – government-to-business enterprises) and government interagency relationships (G2G - government-to-government). A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Data Warehousing and Data Mining
- b) Business Intelligence
- c) Web Development and Support
- d) Electronic Commerce and Electronic Data Interchange
- e) Customer Relationship Management
- f) Knowledge Management (IT-based sharing/storing of agency individuals' knowledge)
- g) IT –Enhanced Public Relations
- h) IT Strategic Planning

- i) Records/Document Management
- j) Business-to-Government (B2G) Solutions
- k) Communications Management
- l) Accessibility Services (508 and 504 compliance)
- m) Automated Abstraction, Taxonomies, and Ontologies
- n) Deep web and federated searching
- o) Computational linguistics and machine-based translation
- p) Telecommuting Support Services
- q) Interactive Marketing

C.2.9 Task Area 9 - Enterprise Resource Planning

The objective of this task area is to support the implementation of enterprise management applications and systems in the federal environment, which are integrated software applications used to control, monitor, and coordinate key business activities across an enterprise. These applications generally fall into the following categories: Financials, Human Resources, Logistics, Manufacturing, and Projects. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) ERP Package Implementation
- b) Integration of Business Systems
- c) Business Consulting Services
- d) Business Transformation and Business Process Reengineering
- e) Business Systems Modernization
- f) IT Software Package Selection
- g) ERP IT Infrastructure
- h) ERP Infrastructure Planning, Installation, and Tuning
- i) Performance Load Testing
- j) ERP End User Training

C.2.10 Task Area 10 - Software Development

The objective of this task area is to develop customized software applications, database applications, and other solutions not available in off-the-shelf modular software applications. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

- a) Requirements Analysis, Design, Coding, and Testing
- b) Production Deployment
- c) Application Prototyping
- d) Multimedia Software for Patient/Staff Education
- e) Program Evaluation Software
- f) Administrative and General Decision Support Software
- g) Business Intelligence and Analytics
- h) GIS-Enhanced Planning and Program Evaluation Software

- i) Web 2.0 Development and Management
- j) Database Development and Management
- k) Clinical Protocol and Quality Assurance Decision Support Software

Article C.3 Reporting Requirements

All reports required herein shall be submitted in electronic format through the Electronic Government Ordering System (e-GOS) (see Article G.5.9 for further information). The contractor is responsible for the following reports at the contract level for active task orders:

1. **Quarterly Sales Report**—includes as a minimum: Contractor Name, Period covered by report, NITAAC Tracking Number, Period of Performance, Ordering Agency, Task Order Type, Task Order Award Ceiling, Task Order Funded Value (less Contract Access Fee), Contract Access Fee, Total (Total Order Value + Contract Access Fee), Change in Task Order Funded Values Since the Previous Report for each active task order, and any applicable comments the contractor may have relative to the task order.
2. **Monthly Check Report**— Provides task order-level detail for the check submitted monthly that is the sum of all contract access fees collected each month. As a minimum the report includes: Contractor Name, Period covered by report, NITAAC Tracking Number, Date of Order, Funded Sales, Access Fee, and Amount Applied.

Sample report templates are provided under Attachment J.8. Monthly reports are due by the 10th of each month following the month reported upon. Quarterly reports are due by the 15th of the month following the end of the quarter:

Quarter 1	(October 1 – December 31)	by 15 January
Quarter 2	(January 1 – March 31)	by 15 April
Quarter 3	(April 1 – June 30)	by 15 July
Quarter 4	(July 1 – 30 September)	by 15 October

3. **Security Plan** – within thirty (30) days after contract award (see Article C.4)

Article C.4 IT Security Plan (IT-SP)

HHSAR Clause 352.239-72, Security Requirements for Federal Information Technology Resources, applies to this contract and may have applicability to requirements under specific task orders that may be awarded under this contract. HHSAR Clause 352.239-72 requires the contractor to submit its IT-SP within thirty (30) days after contract award. There are aspects of this plan that apply to the GWAC, and there are aspects of the plan that may have applicability to specific task orders.

The minimal requirements that the contractor must address in order to fulfill the HHSAR Clause 352.239-72 IT-SP requirements for the GWAC is to submit a plan that addresses the integrity of any federal data maintained on the contractor website and the proper maintenance of this data integrity. Any other requirements under HHSAR Clause 352.239-72 shall be addressed under applicable task orders.

The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

SECTION D: PACKAGING, MARKING, AND SHIPPING

Article D.1 General

All deliverables required under this contract shall be packaged, marked and shipped in accordance with government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition. Any specific requirements at the task order level will be specified in the applicable task order.

SECTION E: INSPECTION AND ACCEPTANCE

Article E.1 General

At a minimum, the following paragraphs apply to task orders issued under this contract. Additional inspection and acceptance requirements may be specified in each task order.

E.1.1 Clauses Incorporated by Reference, FAR 52.252-2 (February 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the PCO will make their full text available. Also, the full text of the clauses may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.

Table 1 - Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Related to Section E:

NUMBER	CLAUSE TITLE	DATE
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-3	Inspection of Supplies – Cost Reimbursement	MAY 2001
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984
52.246-6	Inspection of Time-Material and Labor Hour	MAY 2001
52.246-16	Responsibility for Supplies - Fixed Price	APR 1984

Article E.2 Place of Inspection and Acceptance

Inspection and acceptance of all work performance, reports and other deliverables required under task orders shall be performed at the place of delivery or another alternate location as specified in the task order.

Article E.3 Scope of Inspection

All deliverables are subject to inspection by the Contracting Officer's Technical Representative (COTR) for content, completeness, accuracy and conformance to task order requirements. Inspection may include validation of all products and services through the use of automated tools and/or testing of the deliverables, as specified in the task order. The scope and nature of this testing should be detailed and agreed upon at the task order level to ensure the completeness, quality and adequacy of all deliverables.

The government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the task order.

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

SECTION F: DELIVERIES OR PERFORMANCE

Article F.1 Clauses Incorporated by Reference, FAR 52.252-2 (February 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the PCO will make their full text available. Also, the full text of the clauses may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.

Table 2 - Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Related to Section F

NUMBER	CLAUSE TITLE	DATE
52.242 15	Stop Work Order	AUG 1989
52.242 17	Government Delay of Work (Fixed-Price Task Orders Only)	APR 1984
52.247 34	F.O.B. Destination	NOV 1991
52.247-35	F.O. B Destination, Within Consignee's Premise	APR 1984

Article F.2 Period of Performance

F.2.1 GWAC Period of Performance

The period of performance for this contract shall be from July 15, 2012 through July 14, 2022.

F.2.2 Task Order Period of Performance

The period of performance for each task order placed under the contract will be specified in the individual task order. Task orders may not exceed 120 months, inclusive of options, from the date that the task order is awarded. Task order options, if included at initial issuance of the task order, may be exercised after the expiration date of the GWAC; however, no task order (including task order options) may extend more than 60 months beyond the expiration of the GWAC. Notwithstanding anything to the contrary above, a multi-year task order placed under the GWAC must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

SECTION G: CONTRACT ADMINISTRATION DATA

Article G.1 General

This section provides guidance regarding contract administration requirements for the contract, and where applicable, for each Task Order placed under the contract.

Article G.2 Authorized Users

This contract is for use by all federal government agencies. A listing of federal government agencies can be found at www.usa.gov under <http://www.usa.gov/Agencies/federal.shtml>.

Article G.3 Roles and Responsibilities

Notwithstanding the contractor's responsibility for total management during the performance of this contract and task orders thereof, the administration of the contract will require effective coordination between the government and the contractor. This section describes the roles and responsibilities of individuals and/or authorized users who will be the primary points of contact for the government and contractor on matters regarding contract administration. The government may modify the roles and responsibilities at any time during the period of performance of the contract.

G.3.1 Government Personnel

Procuring Contracting Officer (PCO)

The PCO is the only person with authority to act as agent of the government under this contract. Only the PCO has authority to:

- 1) direct or negotiate any changes in the statement of work;
- 2) modify or extend the period of performance;
- 3) change the delivery schedule;
- 4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; and,
- 5) otherwise change any terms and conditions of this contract.

NITAAC Contracting Officer's Technical Representative (COTR)

The following Contracting Officer's Technical Representative (COTR) will represent the government for the purpose of this contract:

Name: (Name and Contact Information to be completed at award)
Address:
Email:
Phone:

The COTR is responsible for:

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

The government may unilaterally change its COTR designation.

Agency Ordering Contracting Officer (OCO)

The OCO for each task order is the sole and exclusive government official with authority to take actions which may bind the government for the task order and award and administer task orders under the contract.

Information Systems Security Officer (ISSO)

The Information Systems Security officer (ISSO) is responsible for the confidentiality, availability, and integrity of electronic information resources. The ISSO serves as the principal contact for coordination, implementation, and enforcement of Information Security (InfoSec) policies, and for implementing and maintaining federal InfoSec directives and policies. HHS Information Security Program Policy can be found at http://irm.cit.nih.gov/security/sec_policy.html.

G.3.2 Contractor Personnel

Key Personnel, HHSAR 352.270-5 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the PCO and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the PCO. The government may modify the contract to add or delete key personnel at the request of the contractor or government.

(End of Clause)

As a minimum, the Contractor Program Manager is considered to be essential to the work being performed hereunder:

Name	Title
	Contractor Program Manager (PM)

Contractor Program Manager

The contractor's corporate management structure shall guarantee senior, high-level, program management of the CIO-SP3 GWAC Program. The contractor shall identify the individual selected to fill the role of contractor's program manager for the GWAC. The Contractor Program Manager duties include, but are not limited to:

- 1) Representing the contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract unless the contractor proposes different key personnel to perform this function
- 2) Communicating with CIO-SP3 customers regarding the technical scope of the GWAC and the overall attributes of the CIO-SP3 GWAC Program;
- 3) Providing all reporting information required under the contract accurately, thoroughly, and timely;
- 4) Resolving issues related to task order performance under the contract; and
- 5) Attending meetings and conferences, as necessary.

Article G.4 Contractor Performance Assessment Reporting System (CPARS)

G.4.1 Contractor Performance Evaluations

As detailed in FAR 42.1503, the government will conduct past performance assessments on the contractors. This assessment will be made by the Agency OCO upon conclusion of each task order. Interim performance evaluations may be conducted as prescribed by the customer Agency's procedures on any task order with a period of performance exceeding one year. In addition, the PCO will assess the quality of the evaluations as part of its overall management of the GWAC and conduct a past performance assessment at the conclusion of the contract. 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.

G.4.2 Electronic Access to Contractor Performance Evaluations

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to past performance evaluations as prescribed by the OCO at the task order level. Contractors must be registered in Central Contractor Registration (CCR) and must have created a Marketing Partner Identification Number in the CCR profile to access their information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

Article G.5 Task Order Procedures

The OCO is responsible for the determination of cost or price reasonableness for each task order. When adequate price competition exists (see FAR 15.403-1(c)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and none of the exceptions under FAR 15.403-1(b) apply, the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

In determining award of an individual task order, the OCO shall follow the ordering guidelines detailed under FAR 16.1 and 16.505. The OCO may use all types of Fixed-Price, Cost Reimbursement, and Time-and Materials (T&M) pricing arrangements.

Pursuant to FAR 37.102(a)(2), the OCO must use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- 1) Firm-Fixed-Price Performance-Based Task Order
- 2) Performance-Based Task Order that is not Firm-Fixed-Price

G.5.1 Firm-Fixed Price Task Orders

For Firm-Fixed Price (FFP) task order Requests for Quotation (RFQs), the contractor will multiply the quantity of each item or labor category required against the rate listed in the pricing schedule (Tables 1 and 2 under Article B.7) or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task. Travel and other-direct-cost (ODC), if applicable, may be estimated for each task order. Any amount negotiated for travel and ODCs, will be added to the extended price of all ordered items to arrive at the total FFP for the task order. The OCO must determine fair and reasonable pricing for all fixed-price task orders following FAR 15.4, Pricing.

G.5.2 Cost-Reimbursement Task Orders

A contractor interested in participating in Cost-Reimbursement (CR) task orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to the contract by the time the task order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency, or a third-part accounting firm has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The applicable task order can include use of the contractor's most recent Defense Contract Audit Agency (DCAA)-approved provisional indirect billing and actual rates for both direct and indirect costs, or if a contractor does not have DCAA-approved rates, their indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award portion will be clearly differentiated. Such task orders will be subject to the additional clauses under FAR 16.307. The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

G.5.3 Time-and-Materials Task Orders

For Time-and-Materials (T&M) task order solicitations (including Labor Hour orders as defined by FAR 16.602), the contractor will multiply the quantity of hours required under each labor category against the rate listed in their price schedule (Tables 1 and 2 under Article B.7) or as negotiated, such as when the contractor elects to propose lower rates for the task order or different rates to reflect specialized labor categories/labor categories with special clearances, etc. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the task order-ceiling price. The government will reimburse the contractor as provided under FAR 52.232-7, Payments under T&M and Labor-Hour Contracts (Feb 2007) (Table 9 under Article I-3).

- a) "Loaded Hourly Labor Rate" equates to "hourly rates" as defined in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) (Table 9 under Article I-3). The ceiling rates listed and any lower subsequent rates proposed in response to task order requests must be fully burdened labor rates inclusive of profit, fringe benefits, salary, and indirect costs. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M task orders issued under the GWAC for Continental United States (CONUS) locations (**Note:** CONUS is defined as the 48 contiguous states plus the District of Columbia).
- b) Factors such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific task order requirements. Contractors shall explain in their task order proposals any Loaded Hourly Labor Rates that exceed the rates in the GWAC or for new proposed labor categories (see Article H.1.1), and the OCO will determine the reasonableness of the pricing as defined in FAR 15.4, Pricing and FAR 16.601 Time and Materials Contracts. Upon request of the OCO, the contractor will be required to provide supporting documentation for such rates, which may include a cost element breakdown of each Loaded Hourly Labor Rate (including profit) in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.
- c) The government will reimburse costs in connection with subcontracts in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) (Table 9 under Article I.3) in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the contractor's payment request to the government.
- d) "Materials" on T&M task orders are defined under FAR 16.601, Time and Materials Contracts. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2.

Materials will be reimbursed as provided under FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) (Table 9 under Article I.3). The OCO must identify a not-to-exceed materials ceiling under a separate Contract Line Item Number (CLIN) on the task order.

G.5.4 Incentives

The OCO must determine fair and reasonable pricing for all Incentive task orders and develop a plan to implement and monitor an Award-Fee result detailed in FAR Part 16.4, Incentive Contracts.

G.5.5 Provisions Applicable to Direct Costs

Travel will be reimbursed at actual cost and as limited in FAR 31.205-46. Contractors may apply indirect costs to travel if a part of the contractor's usual accounting practices and consistent with FAR 31.2. The OCO must identify a not-to-exceed travel ceiling under a separate contract line item number (CLIN) on the task order. Travel and Other Direct Costs (ODCs) will be estimated for each task order. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification. Profit on travel and ODCs is not allowable under Time and Material task orders.

G.5.6 Fair Opportunity

At a minimum, to provide Fair Opportunity as required by Federal Acquisition Regulations (FAR Part 16.505(b)(1)), the OCO must provide all contract holders within any one of the four Contractor Groupings a fair opportunity to be considered for each order exceeding \$3,000 except as provided for under FAR 16.505(b)(2). The NITAAC contract management system, eGOS, will automatically provide to the OCO sufficient information about qualifying contractors in each grouping to assist the OCO in determining whether to solicit the requirement under the Small Business Group, within the Historically Underutilized Business Zone (HUBZone) Group, the Service-Disabled Veteran-Owned Small Business (SDVOSB) Group, or within the Section 8(a) Group. Please note that although all contractors within a particular Group must be offered an opportunity to participate under a particular task order, there is no requirement to obtain 3 quotes as long as all contract holders within a Grouping were provided an opportunity to provide a quote. The OCO will insert the applicable clauses found in Sections I.7, I.8, and I.9 when setting aside a task order for the HUBZone, SDVOSB, or Section 8(a) Groups.

G.5.7 Service Contract Act

The preponderance of the GWAC's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the Service Contract Act (SCA). To the extent that any labor is subject to the SCA and is within scope of a task order and the GWAC, the OCO must identify such work under a separate CLIN on the task order and apply wages as required under FAR 22.10, Service Contract Act Wage Determinations.

G.5.8 Government Property

Any equipment, property, or facilities furnished by the government or any contractor-acquired property must be specified on that applicable task order. Agency OCOs are responsible to ensure that the applicable task orders are consistent with the policies and procedures of FAR Part 45 for providing government property to contractors, contractors' use and management of government property, and reporting, redistributing, and disposing of contractor inventory. Contractors are responsible and liable for government property in their possession pursuant to FAR 52.245-1 and 52.245-2, as applicable. In the case that the Government-furnished equipment (GFE) or Government-furnished information (GFI) are not provided to the contractor by the specified date, the contractor will immediately notify the OCO. Upon conclusion of the applicable task order, the contractor shall return the GFE or GFI to the government as specified in the task order or as directed in writing by the OCO.

G.5.9 Electronic Government Ordering System (e-GOS)

NITAAC has developed the Electronic Government Ordering System (e-GOS), a web-based task order processing system, to allow customers to perform fair opportunity in accordance with FAR 16.5 and to integrate workflow management, electronic document management, and aspects of customer relationship management to enhance process efficiency, and improve data/information integrity. Customers, contractors, and NITAAC staff will be required to use the e-GOS in order to participate in the task order process by registering as an e-GOS user, agreeing to system usage rules of behavior, and signing an electronic signature agreement. Future e-GOS refinements may include the implementation of digital signatures and would at that time entail a nominal cost to contractors to purchase and maintain appropriate security certificates.

Article G.6 Contract Access Fee Remittance

NIH is required to collect a Contract Access Fee (CAF) from its customers to reimburse the cost of operating and administering the CIO-SP3 Small Business contract. NIH has determined this fee to be 0.75% charged against all task orders over \$25,000 and applied to the total price/cost for contractor performance as billed to the government.

The formula is: Total CAF = Total Price or Costs * CAF Percentage. The total CAF collected per Order may be capped at a set amount to be determined by the NITAAC CIO-SP3 Small Business GWAC Program Office.

A \$250 minimum CAF is assessed for all task orders \$25,000 or less. Task order modifications resulting in additional monetary obligations are also assessed the 0.75% CAF based on the obligated amount or \$250, whichever is higher.

NIH maintains the unilateral right to adjust the CAF should it experience a major change in the cost of operating its GWAC Program.

On all task orders, regardless of pricing arrangements used, contractors shall include CAF in their proposals. Under Fixed-Price and T&M task order, contractors shall add the CAF to the loaded labor rates under Table 1 or Table 2 and Other Direct Costs (ODCs) when submitting their proposals unless the OCO prefers the CAF to be priced as a separate Contract Line Item Number (CLIN) on an individual task order. On an individual task order, the OCO may require the contractor to identify the CAF as a separate contract line item on the task order or obligating document provided to the contractor.

The contractor shall remit the CAF to NITAAC on a monthly basis to reflect payments received under the respective task orders for the previous month. Where payments for multiple invoices (on one or more task orders) are due, contractors may consolidate the CAF owed into one payment. The payment shall include the Monthly Check Report (see Article C.3.2) and the sample template provided in Attachment J.8-2). Contractors shall remit the CAF either by check or by Electronic Funds Transfer (EFT) if that means becomes available at some future date. Checks shall be submitted to:

NIH, OFM
9000 Rockville Pike
Bldg 10 Room 1C-4623 Cashier's Office
Bethesda Maryland 20892

Failure to remit the CAF in a timely manner will constitute a debt to the United States Government under the terms of FAR 32.6.

Article G.7 Invoice Submission

Individual task orders will specify requirements for the preparation of vouchers and invoices.

Article G.8 Correspondence

All data and correspondence submitted to the CIO-SP3 Small Business PCO or the Customer's OCO shall reference:

1. Contract Number
2. Task Order Number
3. Task Order Title
4. Point of Contact at the Government End User Agency (preferably the OCO)

Article G.9 Meetings and Conferences

From time to time NITAAC may require attendance at conferences and meetings. This may include advisory councils established for NIH GWACs.

NITAAC may conduct up to four Program Office meetings per year including an annual conference at a location to be determined by NITAAC. These meetings are intended to provide a platform for contractors, NITAAC staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing NIH and government-wide initiatives, and address contract fundamentals. Contractor Program Managers are required to attend these meetings.

Contractors will also be given an opportunity to join the NITAAC Industry Advisory Council that will normally meet every other month to discuss contractual, marketing, and other issues related to the contract.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

Article H.1 Labor Categories

The labor categories described in Article B.7 and Attachment J.2 represent the government's best estimate of the kinds of personnel required for successful performance of task orders that may be awarded under this contract. The government recognizes that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the-art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. Although the contractor is expected to map from the contract categories to the contractor's own categories, for the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract and added to the contract by contract modification. If new labor categories are needed, the contractor shall contact the PCO to request that the new labor categories be added and submit a proposal that substantiates inclusion of the new labor category and the price proposed.

For FFP task orders solicitations, the contractor will multiply the quantity of each item or labor category required against the rate listed in the pricing schedule (Tables 1 and 2 under Article B.7) or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task.

H.1.1 Unique Professional Skills

Certain unique labor categories, as well as consultants, may be required under specific task orders. A contractor may propose a new or different skill level category during the course of the contract or at the task order level. Unique professional skills are defined as those bona fide executive, professional, or administrative skills for which the expertise required or duties performed are within the contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Attachment J.2. The OCO will determine whether circumstances warrant use of unique professional skills.

Article H.2 Contractor Program Manager

The contractor's corporate management structure shall guarantee senior, high-level, program management of the CIO-SP3 Small Business GWAC Program. The contractor shall identify the individual selected to fill the role of contractor's program manager for the GWAC. The Contractor Program Manager duties include, but are not limited to:

- 6) Representing the contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract unless the contractor proposes different key personnel to perform this function
- 7) Communicating with CIO-SP3 Small Business customers regarding the technical scope of the GWAC and the overall attributes of the CIO-SP3 Small Business GWAC Program;
- 8) Providing all reporting information required under the contract accurately, thoroughly, and timely;
- 9) Resolving issues related to task order performance under the contract; and
- 10) Attending meetings and conferences, as necessary.

Article H.3 Restriction on Employment of Unauthorized Alien Workers

The Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(3) Definition of unauthorized alien - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time

either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

Article H.4 Non-personal Services

Personal services are not authorized under this contract. No contractor employee will be directly supervised by the government. Under the task orders, all individual contractor employee assignments and daily work direction shall be given by the applicable contractor employee 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 PCO or OCO, as appropriate, of this communication or action.

The contractor shall not perform any inherently governmental actions under this contract, including any task orders issued under the contract. No contractor employee shall represent himself or herself as 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 the contract, and that if other contractors believe this communication to be a direction to change their contract, they should notify the OCO for that task order and not carry out the direction until a clarification has been issued by the OCO.

The contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the government's rights in any way under any other provision of the contract, including those related to the government's right to inspect and accept the services to be performed under this contract. The contractor is required to include the substance of this clause in all subcontracts at any tier.

Article H.5 Contractor Training

NIH will provide training materials on the NITAAC website through a learning center portal that will assist customers and contractors in using the contract. NITAAC personnel will also be available to provide specific training to the contractor on the use of the NITAAC contract vehicles either at the contractor's facility or at a mutually agreeable site.

Article H.6 Organizational Conflict of Interest

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at either the GWAC level or the task order level.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall:

- 1) Immediately notify the OCO of the actual or potential conflict, submit a plan for mitigation, and not commence work on any task order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed; or,
- 2) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

The OCO (or PCO as applicable at the GWAC level) will review the information provided by the contractor and make a determination whether to proceed with the task order, notwithstanding a conflict of interest, and as applicable, process a request for waiver pursuant to FAR 9.503.

Article H.7 Needle Distribution

(Applicable to Task Orders funded by NIH appropriated funds.)

The Contractor shall not use contract funds to distribute any needle or syringe for the purpose of preventing the spread of blood borne pathogens in any location that has been determined by authorities to be inappropriate for such distribution.

Article H.8 Press Releases

(Applicable to Task Orders funded by NIH appropriated funds.)

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.9 Year 2000 Compliance

(Applicable to Task Orders that involve the acquisition of information technology that will be required to perform date/time processing involving dates subsequent to December 31, 1999.)

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

H.9.1 Service Involving the Use of Information Technology

(For use for task orders issued under this contract in which the task order acquires services involving the use of computer items in the performance of the requirement)

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

H.9.2 Non-Commercial Supply Item Warranty

(For use for task orders issued under this contract in which the task order acquires Custom Computer Items (e.g., Hardware, Software and Systems. NOTE: The words "Listed Below" in the clause refer to items that the contractor has identified as being Year 2000 compliant in response to the procuring agency's specifications.)

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The Contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the Contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty

shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

Article H.10 Use of NITAAC Contractor Support

The government may provide information from contractor reports provided under the contract to support contractors to assist the government in reviewing the information (see Article C.3). In such cases, the government will process appropriate Non-Disclosure Agreements.

Article H.11 Alternative Dispute Resolution (ADR) Procedures

Public Law 101-552, The Administrative Dispute Resolution (ADR) Act, encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress finding that alternative processes, including mediation, often yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership is bilateral in make-up and participation in the ADR process is totally voluntary.

Article H.12 CIO-SP3 Small Business Ombudsman

In accordance with FAR 16.505(b)(6), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts:

Dr. Richard G. Wyatt
NIH Competition Advocate for Non R&D Contracts
1 Center Drive, 160, MSC 0151
Bethesda, MD 20892-0151
Phone: (301) 496-4920
FAX: (301) 402-4273
e mail: WyattRG@mail.nih.gov

Article H.13 Reporting Matters Involving Fraud, Waste and Abuse

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Article H.14 Hardware/Software Acquisition

To help ensure the ability to provide hardware/software without limitation, but not become a shopping center, CIO-SP3 Small Business is considered to be a "solutions based contract". This term refers to

contracts that encompass everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution.

Inclusion of hardware/software acquisition on a task order is within the purview of the cognizant OCO. Any hardware/software included must be considered to be critical and related to the services being acquired under the task order.

The PCO reserves the right to review individual task orders to determine if the provisions of this clause are being applied appropriately.

Article H.15 Security Considerations

H.15.1 Security Clearances

The work to be performed under specific task orders may require security clearances. In that event, the contractor will be advised of the requirements in the task order Statement of Work (SOW). The contractor shall follow the security requirements identified in the task order SOW and other guidance that may be established by the OCO. Only those contractors that meet the required security clearance levels on individual task orders are eligible to compete for such task orders.

Clearances may require Special Background Investigations, Sensitive Compartmented Information access or Special Access Programs, or agency-specific access. In such cases, the contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with government security regulations, as specified on the individual task order. The contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the contractor employee's trustworthiness and suitability for the position. Task orders containing classified work will include a Contract Security Classification Specification, (DD Form 254 or agency equivalent). For informational purposes, the DD Form 254 is available at the following site: [DD Form 254](#).

H.15.2 Additional NIH Requirements

PERSONNEL SECURITY RESPONSIBILITIES

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

- (a) In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COTR within five working days before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.
- (b) New contractor employees who have or will have access to HHS information systems or data: The Contractor shall provide the COTR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.
- (c) **Departing contractor employees:** The Contractor shall provide the COTR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (<http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf>) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COTR upon request.
- (d) **Commitment to Protect Non-Public Departmental Information and Data.** The Contractor, and any subcontractors performing under this contract, shall not release, publish, or disclose non-

public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

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

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

Article H.16 Electronic Access to Contract

Within 30 days after contract award, the contractor shall have developed a publicly available webpage accessible via the Internet and shall maintain this website throughout the period of performance of the contract and the contractor's task orders through administrative close-out, ensuring that the information displayed remains current with any CIO-SP3 Small Business changes. The Uniform Resource Locator (URL) for the webpage shall be prominently located on the website where the contractor lists its other government contracts. The purpose of the webpage is for the contractor to communicate with potential customers regarding the contractor's ability to provide world-class professional support services under the contract. At a minimum, this webpage must include the following items: the awarded GWAC contract (including the Statement of Work and the loaded labor rates for each contract year), prompt payment terms, the contractor's program manager contact information, and a hyperlink to the NITAAC CIO-SP3 Small Business website. This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications. The contractor's website shall be available for use on a 24 hours per day, 7 days per week basis.

Article H.17 Electronic and Information Technology Accessibility

HHSAR 352.239-73(a) (January 2010)

a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit--

1. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and
2. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

b. Accordingly, any vendor submitting a proposal/quotations/bid in response to an applicable task order issued under the contract must demonstrate compliance with the established EIT accessibility standards. Information about Section 508 visions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

c. The Section 508 standards applicable to this contract will be identified in the individual task order as applicable. In order to facilitate the Government's evaluation to determine whether EIT products

and services proposed under a task order issued by an HHS OCO meet applicable Section 508 accessibility standards, offerors must include a completed HHS Section 508 Product Assessment Template with its task order proposal, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Evaluation Template may be found under Section 508 policy on the HHS Office on Disability Web site (<http://www.hhs.gov/od/>).

d. Offerors that respond to applicable task orders issued under this contract must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 accessibility standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government -- i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor and at its expense.

(End of provision)

Article H.18 Cost Accounting System

In accordance with FAR 16.301-3(a)(1), contractors awarded cost-reimbursement task orders will be required to have an adequate cost accounting system determined adequate by their cognizant auditing agency. The contractor shall notify the appropriate OCO for ongoing task orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

Article H.19 Purchasing System

In accordance with FAR 44.201-2, Advance Notification Requirements, contractors with approved purchasing systems shall notify the appropriate OCO on individual task orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

Article H.20 "Ramp On"

Pursuant to FAR 16.504, the PCO will periodically review the total number of contractors to ensure adequate competition for task orders throughout the period of performance. Over time, the total number of contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons.

If the PCO determines that it is in the best interest of the government to open the GWAC to new contractors, the PCO has the discretion to announce an open season at any time during the effective period of the GWAC but no earlier than three years from date of award. The PCO may consider the rerepresentation process (see Article I.4, FAR Clause 52.219-28, Post-Award Small Business Program Rerepresentation (April 2009)) in making this decision to ensure that the contract maintains a sufficient pool of small and small disadvantaged business contractors throughout the life of the GWAC.

The PCO will announce this open season by publishing a notice in Federal Business Opportunities. The open season will be subject to applicable federal procurement laws and guidance at the time the open season is announced. The Open Season announcement will provide an estimate of the number of new awards that the PCO intends to make. Under the Open Season, the PCO will issue a solicitation using substantially the same best value criteria as delineated in Section M of the solicitation. Any offeror meeting the eligibility requirements identified in the new "ramp on" solicitation may submit a proposal in response to the solicitation. However, the PCO has the discretion to award more or fewer contracts than the number anticipated in the solicitation depending upon the quality of the offers received. Incumbent

contractors may also take advantage of any Open Season to propose on additional task areas for which they were not initially qualified.

Any resulting contracts awarded under this provision will not exceed the remaining period of performance of the existing CIO-SP3 GWACs. Any contractor receiving a contract under this open season will be eligible to compete on future task orders with the same rights and obligations of any other CIO-SP3 Small Business contractor. Contracts awarded under this open season provision will share in the ceiling of the CIO-SP3 Small Business program and the overall ceiling of the basic contract will not be increased.

This provision will apply to the HubZone Group, the SDVOSB Group, and to the Section 8(a) Group in the same manner as to the Small Business Grouping, e.g., if during a "Ramp on" period HUBZone, SDVOSBs, and Section 8(a) contractors can qualify for task areas not currently covered within their respective Group, the government reserves the right to add those task areas to the HUBZone Group, the SDVOSB Group, or the Section 8(a) Group as applicable at that time.

Article H.21 "Ramp Off"

If at any point during the 10-year period of performance the contractor decides that it no longer wishes to participate in the contract, then the contractor may submit the request to the PCO requesting termination of their contract. If the PCO accepts the contractor's request, the PCO will "ramp off" the contractor using the provision under FAR 52.249-2, Termination for the Convenience of the Government. This provision is independent of any other action permitted under the contract terms and conditions. If a "ramped off" contractor is currently under contract to perform under any task order, the contractor will be required to continue to perform under the terms of the specific task order.

Article H.22 Replacement of Team Members under a FAR 9.601(1) Contractor Team Arrangement (CTA)

Contractors that are awarded a contract based on a FAR 9.601(1) Contractor Team Arrangement (CTA) are required to obtain PCO approval prior to replacing, adding, or deleting team members. If the PCO determines that a FAR 9.601(1) CTA is proposing unacceptable replacements of existing team members that could adversely affect the ability of the CTA to continue to perform under the contract, the CTA may be subject to termination under the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable.

Article H.23 Privacy Act

HHSAR 352.224-70 (January 2006)

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

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: [DHHS Privacy Act Regulations](#).

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

Article I.1 General Clauses for a Cost-Reimbursement 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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

Table 3 - Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses (Cost Reimbursement Service Contract)

Clause	Date	Clause Title
52.202-1	Jul 2004	Definitions (Over \$100,000)
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Sep 2007	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Apr 2008	Central Contractor Registration
52.204-10	Jul 2010	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Sep 2006	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data (Over \$650,000)
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$650,000)
52.215-15	Oct 2004	Pension Adjustments and Asset Reversions
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.215-23	Oct 2009	Limitations on Pass-Through Charges
52.216-7	Dec 2002	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
52.219-14	Dec 1996	Limitations on Subcontracting
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)

Clause	Date	Clause Title
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over \$100,000)
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Feb 2009	Buy American Act - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Dec 2007	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Oct 2008	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$650,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Jun 2007	Subcontracts, Alternate I (June 2007)
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.244-6	Apr 2010	Subcontracts for Commercial Items
52.245-9	Jun 2007	Use and Charges
52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
52.249-6	May 2004	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

Table 4 - Department Of Health And Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses (Cost Reimbursement Service Contract)

Clause	Date	Clause Title
352.202-1	Jan 2006	Definitions - with Alternate paragraph (h) (Jan 2006)
352.203-70	Jan 2006	Anti-Lobbying (Over \$100,000)
352.216-72	Jan 2006	Additional Cost Principles
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.233-71	Jan 2006	Litigation and Claims
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments
352.242-74	Apr 1984	Final Decisions on Audit Findings

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT SERVICE CONTRACT-Rev. 03/2009].

Article I.2 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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

Table 5 - Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses (Fixed Price Service Contract)

Clause	Date	Clause Title
52.202-1	Jul 2004	Definitions (Over \$100,000)
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Sep 2007	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Apr 2008	Central Contractor Registration
52.204-10	Jul 2010	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Sep 2006	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data (Over \$650,000)
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$650,000)
52.215-15	Oct 2004	Pension Adjustments and Asset Reversions
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
52.219-14	Dec 1996	Limitations on Subcontracting
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over \$100,000)
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Feb 2009	Buy American Act - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Apr 2003	Federal, State and Local Taxes (Over \$100,000)
52.232-1	Apr 1984	Payments

Clause	Date	Clause Title
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	Oct 2008	Interest (Over \$100,000)
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	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 \$100,000)
52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
52.244-6	Apr 2010	Subcontracts for Commercial Items
52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
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 \$100,000)
52.253-1	Jan 1991	Computer Generated Forms

Table 6 - Department Of Health And Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses (Fixed Price Service Contract)

Clause	Date	Clause Title
352.202-1	Jan 2006	Definitions
352.203-70	Jan 2006	Anti-Lobbying (Over \$100,000)
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.231-71	Jan 2001	Pricing of Adjustments
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT- Rev. 03/2009].

Article I.3 General Clauses for a Time and Material or a Labor Hour 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 PCO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

Table 7 - Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses (Time & Material/Labor Hour Contract)

Clause	Date	Clause Title
52.202-1	Jul 2004	Definitions (Over \$100,000)
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)

Clause	Date	Clause Title
52.203-12	Sep 2007	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Apr 2008	Central Contractor Registration
52.204-10	Jul 2010	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Sep 2006	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data (Over \$650,000)
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$650,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Oct 2004	Pension Adjustments and Asset Reversions
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
52-219-14	Dec 1996	Limitations on Subcontracting
52.222-20	Dec 1996	Walsh-Healey Public Contracts Act
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over \$100,000)
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Feb 2009	Buy American Act - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Apr 2003	Federal, State and Local Taxes (Over \$100,000)
52.232-7	Feb 2007	Payments under Time-and-Materials and Labor-Hour Contracts (with Alternate I (Feb 2007) for a Labor Hour contract)
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Oct 2008	Interest (Over \$100,000)
52.232-23	Jan 1986	Assignment of Claims

Clause	Date	Clause Title
52.232-25	Oct 2008	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-3	Sep 2000	Changes - Time-and-Materials and Labor-Hours
52.244-2	Jun 2007	Subcontracts (Over \$100,000)
52.244-6	Apr 2010	Subcontracts for Commercial Items
52.245-9	Jun 2007	Use and Charges
52.249-6	May 2004	Termination (Cost-Reimbursement), Alternate IV (Sep 1996)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

Table 8 - Department Of Health And Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses (Time & Material/Labor Hour Contract)

Clause	Date	Clause Title
352.202-1	Jan 2006	Definitions
352.203-70	Jan 2006	Anti-Lobbying (Over \$100,000)
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.233-71	Jan 2006	Litigation and Claims
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments
352.242-74	Apr 2010	Final Decisions on Audit Findings

Article I.4 Additional Contract Clauses

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

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

1. FAR 52.204-2, Security Requirements (August 1996) - **applicable to task orders that require contractor access to information classified as confidential, secret, or top secret.**
2. FAR Clause 52.203-13, Contractor Code of Business Ethics and Conduct (April 2010).
3. FAR Clause 52.203-14, Display of Hotline Poster(s) (December 2007).

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

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

3. FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel (September 2007).
4. FAR Clause 52.219-6, Notice of Total Small Business Set-Aside (June 2003)
5. FAR Clause 52.216-18, Ordering (October 1995).
“(a) ... Such orders may be issued from date of award through 120 months thereafter.”
6. FAR Clause 52.216-22, Indefinite Quantity (October 1995).
“(d) ... the Contractor shall not be required to make any deliveries under this contract after 60 months following expiration of the GWAC ordering period.”
7. FAR Clause 52.219-28, Post-Award Small Business Program Rerepresentation (April 2009)

Notes:

(a) If the contractor rerepresents that it is other than small, from that point forward, the agency may no longer include the value of options exercised or task orders issued against an individual task order in its small business prime contracting goal achievements.

(b) A change in size status does not change the terms and conditions of a task order under this contract that had been entered into before the change in status occurred or the terms and conditions of the contract.

8. FAR Clause 52.223-5, Pollution Prevention and Right-to-Know Information (August 2003).
 9. FAR Clause 52.227-14, Rights in Data - General (December 2007).
 10. Alternate III (December 2007), FAR Clause 52.227-14, Rights in Data--General (December 2007). - **Any additions to or limitations on restricted rights in data will be specified in the individual task order.**
 11. FAR Clause 52.232-18, Availability of Funds (April 1984).
 12. FAR Clause 52.232-37, Multiple Payment Arrangements (May 1999)
 13. FAR Clause 52.237-2, Protection of Government Buildings, Equipment and Vegetation (April 1984).
 14. FAR Clause 52.245-1, Government Property (August 2010) as applicable under FAR Part 45.107.
 15. FAR Clause 52.245-9, Use and Charges (June 2007).
 16. FAR Clause 52.251-1, Government Supply Sources (April 1984).
- b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:**
1. HHSAR Clause 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (January 2001).
 2. HHSAR Clause 352.201-70, Paperwork Reduction Act (January 2006).
 3. HHSAR Clause 352.242-71, Tobacco-Free Facilities (January 2006).

Article I.5 Authorized Substitutions of Clauses

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations. It is expected that the following substitution(s) will be made part of the resultant contract:

- a) FAR Clauses 52.215-15, Pension Adjustments And Asset Reversions (October 2004)

- b) FAR Clause 52.215-21, Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data--Modifications (October 1997), Alternate IV (October 1997)

Article I.6 Additional FAR Contract Clauses Included in Full Text

This contract incorporates the following clauses in full text.

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

1. FAR Clause 52. 209-8, Updates of Information Regarding Responsibility Matters (April 2010)

(Applicable to contractors that have reached \$500,000 or more in task orders under that contract and have checked the "has" block, Current Active Federal Contracts and Grants with a Total Value Greater than \$10,000,000, in the Central Contractor Registration database (www.ccr.gov) under FAR Clause 52.209-7(b), Information Regarding Responsibility Matters)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

2. FAR Clause 52. 216-19, Order Limitations (October 1995)

(a) **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than **\$250**, 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 task order for a single item in excess of **\$1 million**.

(2) Any task order for a combination of items in excess of **\$1 million**; or

- (3) A series of task orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any task order exceeding the maximum order limitations in paragraph (b), unless that task order (or orders) is returned to the ordering office within 5 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)

Article I.7 Additional Contract Clauses Applicable to Task Orders set-aside for HUBZone Small Business Concern

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 PCO will make their full text available.

Table 9 - Additional Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses – Applicable for Task Orders Set Aside for HUBzone Small Business Concerns

Clause	Date	Clause Title
52-219-3	Jan 1999	Notice of Total HUBZone Set-Aside

Article I.8 Additional Contract Clauses Applicable to Task Orders set-aside for Service-Disabled Veteran-Owned Small Business (SDVOSB)

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 PCO will make their full text available.

Table 10 - Additional Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses – Applicable for Task Orders Set Aside for SDVOSBs

Clause	Date	Clause Title
52.219-27	May 2004	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside

Article I.9 Additional Contract Clauses Applicable to Task Orders set-aside for Section 8(a) Concerns

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 PCO will make their full text available.

Table 11 - Additional Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses – Applicable for Task Orders Set Aside for Section 8(A) Concerns

Clause	Date	Clause Title
52-219-11	Feb 1990	Special 8(a) Contract Conditions

Clause	Date	Clause Title
52-219-12	Feb 1990	Special 8(a) Subcontract Conditions
52-219-17	Dec 1996	Section 8(a) Award
52-219-18	Jun 2003	Notification of Competition Limited to Eligible 8(a) Concerns